



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").

RECITALS:

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, three vendors were selected to provide emergency medical supplies to Ocala Fire Rescue. The bid submitted by Henry Schein, Inc., was found to afford the City best value; 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:

TERMS OF AGREEMENT:

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)

Exhibit C: Vendor Deviation Letter (C-1 through C-2)

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 C; then (2) Exhibit A; then (3) 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.** City shall pay Vendor a maximum limiting amount not to exceed **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000)** (the "Contract Sum") over the entire Contract Term as full and complete compensation for the timely and satisfactory performance of services and based on the pricing set forth in **Exhibit B – Price Proposal** attached hereto.
 - A. **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.
 - B. **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.
 - C. **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.
- D. **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.
- E. **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.
 Procurement and 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 2/1/2024.

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

DocuSigned by:
Barry Mansfield
550E4A5AC2B44F7...

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

HENRY SCHEIN, INC.

DocuSigned by:
William E. Sexton
B07DFC4E86E429...

DocuSigned by:
Jeff Klingler
FAA2918B11AC403...

William E. Sexton, Esq.
City Attorney

By: Jeff Klingler

(Printed Name)

Title: VP Medical - Enterprise Health

(Vice President or Higher)

Exhibit A – SCOPE OF WORK**CONTRACT# OFR/220860****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.

Exhibit B - PRICE PROPOSAL**CONTRACT# OFR/220860****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, Peditape, 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 Endotracheal tube without stylette 2 mm size - No manufacturer requested | (Box/20) | \$22.60 | 4994999 | sold each \$1.13 |
| 94 | Uncuffed Endotracheal 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 Metric 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 Amtx Adhesive Sensor, Disposable, Adult, Greater than 30kg* for lifepack 15 | (Each) | \$11.78 | 1141911 | sold 20/bx \$235.60 |
| 156 | Masimo SET LNCS Pmtx Adhesive Sensor, Disposable, Pediatric, Between 10-50kg* for lifepack 15 | (Each) | \$12.34 | 4996226 | sold 20/bx \$246.80 |
| 157 | Masimo Set M-LNCS Amtx 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 | UnitedMed 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.

EXHIBIT C - VENDOR'S LETTER OF DEVIATIONS**ATTACHED TO ITB**

Re: Deviations for City of Ocala FL ITB #OFR/220860 ITB (Medical Supplies) ("ITB")

Dear Sir/Madam:

Henry Schein Medical, a division of Henry Schein, Inc. submits the following deviations to the terms of the ITB:

GENERAL TERMS AND CONDITIONS**SECTION 9. GENERAL INDEMNITY PAGE 1****SECTION 10. PATENT AND ROYALTY INDEMNITY PAGE 2****SECTION 11. NO WAIVER OF SOVEREIGN IMMUNITY PAGE 2****SECTION 58. SERVICE AND WARRANTY PAGE 7****SECTION 60. INSPECTION, ACCEPTANCE, & TITLE PAGE 7****SECTION 82. INTELLECTUAL PROPERTY RIGHTS PAGE 10****EXHIBIT A. SCOPE OF WORK WARRANTY PAGE 2**

Henry Schein is a distributor for all products offered in this proposal; any transferable product warranties and indemnities will be provided, at the time of sale, as provided to Henry Schein by the manufacturer.

Henry Schein would like to delete the sections listed above and replace them with the following:

"BIDDER/VENDOR" will pass through to the City and its elected officials, employees, and volunteers (hereinafter collectively referred to as the "Indemnitees"), at the time of sale, any transferable product warranties, indemnities, and remedies provided to the BIDDER/VENDOR by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, BIDDER/VENDOR PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON."

GENERAL TERMS AND CONDITIONS SECTION 34. INVOICING AND PAYMENT PAGE 4

Henry Schein's payment terms are net 30 days from invoice date, not net 30 days of invoice receipt.

GENERAL TERMS AND CONDITIONS SECTION 38. PRICES, TERMS AND PAYMENT PAGE 5**EXHIBIT A. SCOPE OF WORK CONTRACT TERM/DELIVERY TIMELINE SECTION 3 ESCALATION PAGE 1**

Pricing will remain firm throughout the agreement except in the event of a manufacturer cost increase. In the event of a manufacturer cost increase Henry Schein reserves the right to increase pricing by the same percentage.

GENERAL TERMS AND CONDITIONS SECTION 56. NON- CONFORMANCE TO CONTRACT CONDITIONS PAGE 7

Henry Schein would like to delete this section as we are not the Manufacturer, but supplier only. All items are subject to Henry Schein's Return Policy attached hereto.

EXHIBIT C - VENDOR'S LETTER OF DEVIATIONS

GENERAL TERMS & CONDITIONS



REVISED: February 11, 2022

1. **GENERAL CONDITIONS:** The Bidders/Vendors hereby declare they have carefully read the solicitation and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify the solicitation is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this solicitation and certify we are authorized to sign this bid for the Bidder.

It is the Bidder's responsibility to assure your bid is submitted by the proper day and time. Any/all bids received after the date and time specified will not be accepted.

2. **SIGNED BID CONSIDERED AN OFFER AND ACCEPTANCE:** The contents of the submitted bid/response of the successful Bidder will become their contractual obligation when said offer is accepted with approval by the City of Ocala (City). Failure of the successful Bidder to accept these obligations may result in cancellation of the award, along with such Bidder being removed from future participation. The City reserves the right to request the Bidder modify their bid/response to more fully meet the needs of the City. In case of default on the part of the Bidder after such acceptance, the City may take such action, as it deems appropriate including legal action for damages or specific performance. A signed bid response includes electronic signatures and initials.

3. **SOLICITATION DOCUMENTS:** The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>

ProRFx: <http://prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

4. **SUBMISSION OF MULTIPLE BIDS/RESPONSES:** No Bidder may submit multiple bids/responses. Only one (1) submittal will be accepted per individual owner(s)/partners.
5. **BID EVALUATION:** The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City and will be based on information furnished by the Bidder.
6. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of mistake in extension, the unit price will govern.
7. **ADDITION/DELETION:** The City of Ocala reserves the right to add to or delete any item from a bid or resulting award when deemed to be in the best interest of the City.
8. **COST INCURRED IN RESPONDING:** All costs directly or indirectly related to bid response preparation, representation or clarification shall be the sole responsibility of, and be borne by, the Bidder.
9. **GENERAL INDEMNITY:** Bidder/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 an Agreement including, without limitation, harm or personal injury to third persons during the term of an Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
10. **PATENT AND ROYALTY INDEMNITY:** The Vendor, without exception, shall indemnify and save harmless the City, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Vendor uses any design, device, or materials covered by letters of patent or copyright, it is mutually agreed and understood



without prices shall include all royalties or cost arising from the use of such design, device, or materials in any way used in performance of the Vendor's work.

11. **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 an Agreement and shall be fully binding until any proceeding brought under an Agreement is barred by any applicable statute of limitations.
12. **INDEPENDENT CONTRACTOR STATUS:** City expressly acknowledges Vendor is an independent contractor, and nothing in these term and conditions or any resulting contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
13. **ATTORNEYS' FEES:** If any civil action, arbitration or other legal proceeding is brought for the enforcement of an Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of an 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.
14. **JURY WAIVER:** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO AN 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.
15. **GOVERNING LAW:** Any accepted offer 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.
16. **JURISDICTION AND VENUE:** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of an Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to an 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 an Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
17. **RIGHTS OF THIRD PARTIES:** Nothing in an Agreement, whether express or implied, is intended to confer any rights or remedies under or because of an Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in an Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to an Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to an Agreement.

EXHIBIT C - VENDOR'S LETTER OF DEVIATIONS

GENERAL TERMS & CONDITIONS



REVISED: February 11, 2022

18. **RFP/ITN/LOI SELECTION PROCESS (if applicable):** In general, the City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking/selection using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist proposals and require those Proposers to make oral presentations, participate in interviews, or answer questions. These presentations, interviews, and questions would provide an opportunity for the Proposer to demonstrate their qualifications, approach to the project, and ability to furnish the required services. If required, presentations would be to an evaluation committee and/or City Council members and Mayor.
- The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e., travel, accommodations).
19. **RFP/ITN/LOI SELECTION COMMITTEE (if applicable):** The committee may consist of representatives from the City of Ocala, and other appropriate representatives. The City reserves the right to adjust the makeup of the selection committee. The evaluation and selection schedule will be announced either within the solicitation document, or with the posting of a Public Notice.
20. **RFP/ITN/LOI AWARD (if applicable):** The City anticipates award to the firm who submits a proposal judged by the City to be the most advantageous. The City reserves the right to make award(s) by individual service/item, aggregate or none, or a combination thereof; to cancel the solicitation, reject any and all proposals, or waive any minor irregularity or technicality in proposals received. The Proposer understands a solicitation does not constitute an agreement or a contract with the Proposer.
21. **BID AWARDS:** The City reserves the right to make award(s) by individual item, aggregate or none, or a combination thereof; with one or more suppliers; to cancel the bid, reject any and all bids, or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless his/her bid has been evaluated as being responsive. The City reserves the right to make an award to more than one Bidder.
22. **AWARD OF TIE BIDS:** A thorough review of all tie bids shall be conducted by the Buyer. Award recommendations shall be based on the low bid meeting specifications. In case of a tie, the Vendor who is a certified Diverse Small Business Enterprise, as defined by the City, or who has the highest percentage of DSBE participation will be awarded the bid. In the cases where the tie bid cannot be awarded as explained above, a coin toss will be conducted. The coin toss will be conducted by the Buyer, with one witness.
23. **AWARD TO NEXT RATED BIDDER:** In the event of default by the awarded Vendor, the City reserves the right to utilize the next rated Bidder meeting specifications as the new awarded Vendor. In the event of this occurrence, the next rated Bidder meeting specifications shall be required to provide the bid items at the prices as contained on their proposal or bid for this specification.
24. **AMENDMENTS TO BID:** If it becomes necessary to revise or amend any part of a Bid, the Buyer will furnish the revision by written Addendum, Comment, and/or Questions and Answers. Any addenda, comment, and questions and answers will be posted on the City's e-Procurement System, ProRFx at <http://prorfx.com/> or <http://www.bidocala.com/> under the appropriate solicitation. Addenda, Comments, and Questions and Answers should be reviewed and accepted by the Bidder, however, lack of review does not excuse the Bidder from adherence to any amendments to the bid.
25. **BID REJECTION:** City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all non-conforming, non-responsive, unbalanced, or conditional Bids. City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
26. **POSTPONEMENT OF BIDS:** If there is a discrepancy with the scope of work or unit of measure that would be unfair to the Bidders, the City of Ocala may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.

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27. **BID PROTESTS:** Any Bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of a solicitation, bid selection, or intended contract award shall file such protest in compliance with the City of Ocala Procurement Policy found at www.bidocala.com.
28. **QUOTE DISPUTE:** Any Bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Request for Quote, specifications, selections, award or intended award shall file such dispute with the Buyer. If the Buyer cannot provide resolution or satisfaction to the Bidder, then the dispute will be forwarded to the Contracting Officer, who has final authority to resolve quote disputes.
29. **CONTRACT CHANGES:** No changes, over the contract/award period, shall be permitted unless prior written approval is given by the Procurement and Contracting Department and, where applicable, confirmed through formal acceptance by the City Council.
30. **VENDOR CONTRACTS:** Vendor contracts will generally not be accepted. Vendors may be required to sign a City of Ocala Agreement. The requirement of a vendor contract may result in bid rejection.
31. **MINIMUM ORDER:** If Bidder wishes to set a minimum order amount, he/she must indicate so within the bid response and will be considered only if determined to be in the best interest of the City.
32. **DELIVERY:** Bidder agrees to furnish and deliver as indicated, FOB CITY OF OCALA FACILITY LOCATION, with all transportation charges prepaid, and for the prices quoted/bid. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met.
33. **CONDITION AND PACKAGING:** It is understood and agreed any item offered or shipped as a result of any bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
34. **INVOICING AND PAYMENT:** Typically city payment terms are thirty (30) days net from receipt of invoice. Florida Law requires timely payment for both construction and non-construction services.
- Generally, invoices for construction must be paid no later than the time periods established by Section 218.735, Florida Statutes.
- Invoices for consultant services are payable per the city terms but shall not exceed federal regulations in **49 CFR 26.29** that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.
- All invoices shall bear the purchase order number or City of Ocala contract number. Payment for partial shipments may not be made unless specified in the bid or contract. In addition to the purchase order or contract number, the invoice shall bear the vendor FEID number (Federal Employer Identification Number). An original invoice shall be submitted to address listed on purchase order or contract.
- Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order or contract number must appear on bills of lading, packages, cases, delivery list and correspondence.
35. **NON-FUNDING CLAUSE:** In the event sufficient budgeted funds are not available or depleted, the City shall notify the Vendor of such occurrence, and services shall terminate without penalty or expense to the City.
36. **PAYMENT; ELECTRONIC PAYMENT:** Payment will be made by the City after all work has been performed and inspected and found to be in complete compliance with the specifications. [The City of Ocala now requires awarded firms to accept payments as electronic EFT credits into a designated company bank account.](#) The City will compensate the Vendor using an EFT payment or VISA payment, see section below.
37. **VISA ACCEPTANCE:** The City of Ocala has implemented a Procurement card program using the Visa platform. Vendors may receive payment from the City by the Procurement card in the same manner as other Visa purchases. Visa acceptance is preferred but is not the exclusive method of payment.

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38. **PRICES, TERMS, AND PAYMENT:** Firm prices shall be bid and include all services rendered to the purchaser.
- A. **TAXES:** The City of Ocala does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number: 85-8012621655C-9, Federal Tax Number 59-6000392.
 - B. **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
39. **EXCESS FUNDS:** Any party receiving funds paid by City shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City with interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
40. **QUANTITIES:** The quantities as specified in solicitations are estimates only and are not to be construed as guaranteed minimums.
41. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.
42. **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.
43. **EXTENSION:** In addition to any extension options contained herein, the City of Ocala is granted the right to extend any award resulting from this bid for the period of time necessary for the City to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be based upon the same prices, terms and conditions as existing at the time the City of Ocala exercises this extension right.
44. **ASSIGNMENT:** The rights, obligations, and duties of the Vendor and City pursuant to a Solicitation/Agreement are restricted solely to the terms contained within and shall not be assigned or transferred without the express, written authorization of the other party. Any attempted assignment will be void and of no effect.
45. **CITY'S RIGHT TO WITHHOLD PAYMENT:** In the event City becomes informed that any representations of Vendor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Vendor until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Vendor immediately in writing. Vendor will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to the Vendor.
46. **GRATUITIES:** Vendor shall not, either directly or indirectly: (1) offer, give or provide any tangible item of value to anyone as consideration for any City employees' decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of any City employee.
47. **USE OF OTHER CONTRACTS:** The City of Ocala reserves the right to utilize any City of Ocala contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. The City of Ocala reserves the right to separately bid any single order or to purchase any item on the bid if it is in the best interest of the City of Ocala.
48. **CANCELLATION FOR DEFAULT:** Any resulting agreement is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of an offer due to failure of the Vendor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
- A. The Vendor provides material that does not meet the specifications of the agreed to offer;
 - B. The Vendor fails to adequately perform the services set forth in the specifications of the solicitation and offer;
 - C. The Vendor fails to complete the work required or furnish the materials required within the time stipulated;

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- D. The Vendor fails to make progress in the performance of the work and/or gives the City reason to believe the Vendor will not, or cannot, perform the requirements.

The City may resort to any single or combination of the following remedies:

- A. Cancel any award;
- B. Reserve all rights or claims to damage for breach of any covenants of the agreement;
- C. Perform any test or analysis on materials for compliance with the specifications noted. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the Vendor;
- D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Vendor by:
1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond, or;
 3. Any combination of the above or any other remedies as provided by law.

49. **SUSPENSION OF PAYMENT AND/OR TERMINATION:** Payment of the amounts due under any resulting agreement will be made on a monthly basis. Payments will be made by the City at the end of each satisfactory month of service. Should Vendor fail to perform the service required then the City may, at its option, retain any, or all, of the monthly payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Vendor shall entitle the City to terminate services without notice, and retain any past due payments otherwise owing as liquidated damages.

50. **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

51. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards, and any Florida standards thereunder.

52. **SAFETY DATA SHEETS:** Vendor, delivering any hazardous chemical/substance defined in the Hazardous Communication Standard (HCS) (29 CFR 1910.1200(g)), shall furnish a Safety Data Sheet (SDS) to the Procurement Department. A SDS shall be provided with the first available shipment of each hazardous chemical/substance as they become available in addition to file copies to the Procurement Department.

Each SDS must contain the required information outlined in 29 CFR 1910.1200, which includes, but is not limited to: the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. The SDS may also include additional information in various section(s).

Vendors must comply with 29 CFR 1910.1200 and all other applicable laws.

53. **SAFETY AND ENVIRONMENTAL:** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, or injury to their employees, 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. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

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54. **WORKSITE AND PROTECTION:** The Vendor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, they shall remove all waste materials, rubbish and debris from and about the premises, as well as tools, equipment and shall leave the site clean. The Vendor shall restore to their original conditions those portions of the site not designated for alteration by the work.
55. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, and not intended to limit competition unless otherwise indicated. The Bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with their bid/proposal: cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written intent to quote an alternate brand will be considered in compliance with the exact specifications as listed on the bid form. The City's Buyer is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. The City is under no obligation to accept alternate brands that don't clearly conform to the City's requested specifications.
56. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in the Vendor being found in default in which event any and all re-procurement costs may be charged against the defaulting Vendor.
57. **DELAYS AND DAMAGES:** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance occasioned by any act or omission to act by the City except as provided in the agreement. The Vendor also agrees that any such delay, inefficiencies, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
58. **SERVICE AND WARRANTY:** Unless otherwise specified, the Vendor shall define all warranty service and replacements that will be provided during and subsequent to the award of the solicitation. Vendor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
59. **SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed, may, upon request, be returned at the Bidder's expense. Each individual sample shall be labeled with Bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful Bidder's items may remain on file. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City within a reasonable time as determined appropriate by the City.
60. **INSPECTION, ACCEPTANCE AND TITLE:** Title and risk of loss or damage to all items shall be the responsibility of the Vendor until received and accepted by the City. All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

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61. **CERTIFICATION FOR INSTALLERS:** All Bidders submitting bids on installation must supply WRITTEN FACTORY CERTIFICATION that they are an authorized/certified installer for the product. Failure to supply this documentation with the bid proposal may result in bid rejection at the City's will.
62. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the examination testing, where such has been established by UL for the items offered and furnished.
63. **PRODUCT RECALL:** Vendor assumes full responsibility of prompt notification to the City's Procurement and Contracting Department of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the City, either reimburse the purchase price or provide the equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the using department.
64. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items or services offered to the City prior to their delivery, it shall be the responsibility of the supplier to notify the Procurement and Contracting Department at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the services at no expense to the City.
65. **COMPLIANCE WITH OTHER LAWS:** Applicable provisions of all federal, state and local laws and ordinances, and all City rules and regulations shall govern the quality and warranty of commodities covered by all bids received and shall govern any and all claims and disputes between person(s) submitting a bid response to the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
66. **RULES, REGULATIONS, LAWS, ORDINANCES, AND LICENSES:** The Vendor agrees it shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and City, which may be applicable to its services. Likewise, Vendor shall obtain and maintain all permits, certifications, and licenses necessary for its performance.
67. **PUBLIC RECORD LAW:** Correspondence, materials and documents received pursuant to a solicitation become public records subject to the provisions of Chapter 119, Florida Statutes.
68. **ADVERTISING/PUBLICITY:** In submitting a bid/proposal, Bidder agrees not to use the City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
69. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary of the Vendor, or in the event of the Vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the award and any purchase orders immediately as if the award and purchase orders had not been made, and no assignment for the benefit or creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.
70. **PUBLIC ENTITY CRIMES:** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
71. **IMMIGRATION LAWS:** City of Ocala will not intentionally award work to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the

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Immigration and Nationality Act ("INA"). City of Ocala shall consider the employment by any Vendor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the award by the City of Ocala.

72. **E-VERIFY:** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of an Agreement. Vendor shall also require all subcontractors performing work under an Agreement to utilize the E-Verify system for any employees they may hire during the term of an Agreement.
73. **DRUG FREE WORKPLACE:** Pursuant to Florida Statutes 287.087, each Vendor shall agree to comply with the requirements of a Drug Free Workplace.
74. **CONFLICT OF INTEREST/OFFICER AND EMPLOYEE DISCLOSURE REQUIREMENT:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All Bidders must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all Bidders must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the Bidder's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective Buyer. A statement must be submitted with every procurement response.
75. **COLLUSION:** The Bidder, by submitting a bid response, agrees to the following: "Bidder certifies their bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action." However, multiple bids are allowed from parent and subsidiaries as long as they have distinct financial books and file taxes under separate EINS.
76. **USE OF PREMISES:** The Vendor shall confine their equipment, the storage of materials and equipment and the operations of their workers to areas permitted by law, ordinances, permits or at the direction of assigned City staff, and shall not unreasonably encumber the premises with materials or equipment. The Vendor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall they subject any part of the work area to stress or pressures that will endanger or damage City property.
77. **CARE OF WORK:** The Vendor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the scope of work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala. The Vendor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be replaced or removed) either on or adjacent to the site. Vendor shall repair, at its' own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.
78. **VENDOR'S EMPLOYEES:** All employees of the Vendor shall be considered to be at all times the sole responsibility of the Vendor, under their sole direction and supervision and not an employee or agent of the City of Ocala, the Vendor shall supply competent and physically capable employees. The City of Ocala reserves the right to require the Vendor to remove any employee it deems careless, incompetent, abusive, obstructive, insubordinate, or otherwise objectionable and whose continued employment on City of Ocala property is not in the best interest of the City. In doing any work as a result of this solicitation, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by Vendor.
79. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES:** During the performance of services, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with

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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.

80. **ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:** To ensure fair consideration for all Bidders/Proposers, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, or as provided in the protest policy. Additionally, the City prohibits communications initiated by a Proposer/Bidder, or agent, or third party of Proposer/Bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting. Any communication between Proposer/Bidder and the City can only be initiated directly by a City Official(s), City Council member(s), or employee(s) to obtain information or clarification of the proposal/bid. **Any prohibited communications initiated by a Proposer/Bidder, or a third party on behalf of Proposer/Bidder, will be grounds for disqualifying the offending Proposer/Bidder from consideration for award of the solicitation.**
81. **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 any agreement. Further a duplicate or copy of an agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of any original agreement for all purposes.
82. **INTELLECTUAL PROPERTY RIGHTS:** The Vendor will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used, including its use by the City. If the Vendor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any services with the City.
83. **FEDERAL DEBARMENT:** By submitting a bid response, the Vendor certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.
84. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/sub-consultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit <http://www.fdot.gov/equalopportunity/eoc.shtm> to register and submit their DBE commitments online.
85. **ACCOMMODATIONS:** In order to comply with ADA requirements, please call forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.
86. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The City of Ocala (City) follows public records responsibilities as provided under Chapter 119, Florida Statutes and Article 1, Section 24 of the Florida Constitution. If Bidder considers any portion of the documents, data or records submitted in response to a solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder must provide the City with a separate redacted copy of its response. The Redacted Copy shall be provided to the City at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. In compliance with Section 119.07(1)(e), Florida Statutes, Bidder must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

EXHIBIT C - VENDOR'S LETTER OF DEVIATIONS**GENERAL TERMS & CONDITIONS****REVISED: February 11, 2022**

Bidder/Proposer must submit a Confidential, Proprietary, or Trade Secret Material Statement and a redacted proposal if their proposal contains information that is confidential, proprietary, or trade secret per FL Statutes.

87. **PERFORMANCE EVALUATION:** At the end of the service period, the City may evaluate the Vendor's performance. This evaluation will become public record.
88. **CONTRACT FULFILLMENT:** Awarded vendors who submit a bid to the City of Ocala and fail to complete the term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
89. **AUDIT RIGHT AND RETENTION OF RECORDS:** Vendor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Vendor that are directly related to any resulting award. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries. Vendor shall preserve and make available, at reasonable times for examination and audit by City or applicable governmental agency, all financial records, supporting documents, statistical records, and any other pertinent documents for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of any service period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.) If the Public Records Act is determined by City to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
90. **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 agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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 agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency 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 agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

91. **SPECIAL CONDITIONS:** Any and all Special Conditions and solicitation provisions that may vary from these General Terms and Conditions shall have precedence.

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 47EB64C8182A44E5953BD833B6A5A504 | Status: Completed |
| Subject: FOR SIGNATURE (Revised) - Agreement for Emergency Medical Supply and Delivery Services (OFR-220860) | |
| Source Envelope: | |
| Document Pages: 41 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Daphne Robinson |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | drobinson@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Daphne Robinson | Location: DocuSign |
| 1/2/2024 2:05:55 PM | drobinson@ocalafl.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

Signer Events

Jeff Klingler
 Jeff.Klingler@henryschein.com
 VP Medical - Enterprise Health
 Security Level: Email, Account Authentication (None), Login with SSO

Signature

DocuSigned by:

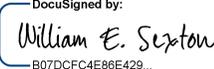
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 Signature Adoption: Pre-selected Style
 Using IP Address: 67.203.153.10
 Signed using mobile

Timestamp

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 Signed: 1/29/2024 12:19:22 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/29/2024 12:18:30 PM
 ID: a2fde0f0-0679-4b0b-b8a4-d98958e6e90e

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Resent: 2/1/2024 12:54:25 PM
 Viewed: 2/1/2024 4:56:31 PM
 Signed: 2/1/2024 4:57:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Barry Mansfield
 bmansfield@ocalafl.org
 Council President Pro Tem
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 550E4A5AC2B44F7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.212.35.1
 Signed using mobile

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 Signed: 2/1/2024 6:31:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.gov
 April 19
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|--|------------------|--|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Henry Sschein, Inc. julia.strange@henryschein.com Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 1/2/2024 2:15:51 PM Viewed: 1/2/2024 2:21:46 PM |
| Jaclyn Picciano jaclyn.picciano@henryschein.com Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 1/29/2024 12:08:33 PM Viewed: 1/29/2024 12:09:28 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 2/2/2024 8:49:28 AM |
| Signing Complete | Security Checked | 2/2/2024 8:49:45 AM |
| Completed | Security Checked | 2/2/2024 8:49:45 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.