ORIGINAL

Bound Tree medical

CITY OF TEMPE

EMERGENCY MEDICAL SUPPLIES

BID #: 15-013

DUE – JULY 17, 2014 AT 3:00PM

Bound Tree medical

Making Precious Minutes Count...™

July 15, 2014

City of Tempe
20 E. Sixth St
2nd Floor
Tempe, AZ 85281

Bound Tree Medical is pleased to offer the enclosed proposal for the City of Tempe. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services to the City of Tempe.

The proposal includes the following;

- Signed Bid Document
- Pricing Document
- Controlled Substance Process
- Disaster Program Information
- Customer Service Information
- References
- Distribution Center Information
- Warranty Information
- Bound Tree University Information
- Sample COI
- W-9
- Electronic copy
- Exclusion List

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Russ Eskew
Account Manager
602.312.7051
Russ.eskew@boundtree.com

Susan Brooks
Pricing Analyst, Bids/Contracts
614.760.5000 x5217
sbrooks@boundtree.com

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID NO: 15-013

BID ISSUE DATE: 06/18/2014
Commodity Code(s): 102-06

PROCUREMENT DESCRIPTION: Emergency Medical Supplies

BID DUE DATE/TIME: **Thursday, July 17, 2014, 3:00 P.M. Local Time**
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The mailing address provided above routes through the City's internal mail distribution center and may impact delivery time.

DEADLINE FOR INQUIRIES: Monday, July 7, 2014, 5:00 P.M., Local Time

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact bid due date and time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation for Bid number referenced, and the bidder's name and address clearly indicated on the envelope/package. **It is critical that the Bid number be included directly on the envelope to ensure proper handling.**

Bids must be completed in ink or typewritten. The "Vendor's Offer" (form 201-B IFB) must be signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation for Bid and not later than 10 days before the bid due date, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman , CPPB E-mail: Lisa_goodman@tempe.gov Phone No: 480.350.8533
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page (**www.tempe.gov/procurement**) and at the Procurement Office reception counter.

Submit one (1) original signed and one (1) copy of the completed bid responses for evaluation purposes. For this specific IFB, four (4) additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered nonresponsive and rejected. Include one CD/DVD or USB Flash Drive copy of the bid response and price sheet.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

"Return this Section with your Response"

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Offer", late bid response and/or a materially incomplete response will be considered nonresponsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Company Name: Bound Tree Medical, LLC

Company Mailing Address: 5000 Tuttle Crossing Blvd

City: Dublin State: Oh Zip: 43016

Contact Person: Susan Brooks Title: Pricing Analyst

Phone #: 614-760-5000 x5217 FAX #: 614-760-5010 E-mail: sbrooks@boundtree.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07637833 or

Arizona Use Tax No.: _____

Federal I.D. No.: 31-1739487

City & State Where Sales Tax Is Paid: Dublin, Oh

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

THIS BID IS OFFERED BY

Name of Authorized Individual (Type or Print in Ink) Susan Brooks

Title of Authorized Individual (Type of Print in Ink) Jeff Prestel

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will be considered nonresponsive and rejected.

Signature of Authorized Offeror — **Date** 7/15/14

Form 201-B (IFB)
(H:/IFB 3-2008)

INSTRUCTIONS TO BIDDERS

Failure to follow these instructions shall result in rejection of a bid for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Bid**:

   A. Bids shall be submitted to the City of Tempe ("City") on the forms provided herein, including Vendor's Offer, form no. 201-B (IFB).

   B. Forms for offer, acceptance, price and any solicitation amendments shall be signed by an authorized signer and returned with the bid to the City.

   C. Completed and signed bid forms for offer, acceptance, price and any solicitation amendments shall constitute an irrevocable offer to sell the good and/or service specified in the Invitation for Bid. Bidder shall submit all additional data, documentation, or information as requested by the City.

   D. Negligence in preparation of a bid confers no right of withdrawal. The City shall not reimburse any costs for a bid, or its submission or presentation, for any reason.

2. **Late, Unsigned and/or Incomplete Bid:** A late, unsigned and/or incomplete bid shall be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Invitation for Bid shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (IFB); unless another City contact is specifically named. Questions shall be submitted in writing. Inquiries must identify the Invitation for Bid number, page and paragraph at issue. However, Bidder must not place the Invitation for Bid number on the outside of an envelope containing questions. Oral responses shall have no legal or binding effect. Inquiries should be submitted no later than ten (10) days before bid opening. Those received within ten (10) days of bid opening may not be considered. The City reserves the right to contact bidders to obtain additional information for use in determining bidders' response(s) and/or solicitation requirements.

4. **Bidders Conference:** If a bidders' conference is scheduled, Bidder shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Bid**: At any time before the specified bid opening date and time, a Bidder may withdraw its bid by way of written correspondence from the Bidder or authorized representative.

6. **Bid Addendum(s):** Receipt and acceptance of a bid addendum shall be acknowledged by Bidder by signing and returning the document either with the bid or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the bid being considered nonresponsive to that portion of the Invitation for Bid and may result in rejection.

7. **Payment:** For a single requirement purchase, the City will make reasonable efforts to remit payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and approval of correct invoice. For ongoing term contract purchases, the City will make reasonable efforts to remit payment within thirty (30) calendar days from approval of monthly statement.

8. **Discounts:** Payment discounts period(s) shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later, to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any payment discount offered by Vendor, if payment is made within the discount period.

9. **Compliance with Bid Solicitation Requirements:** Unless stated otherwise herein, the City reserves the right to award by individual line item, by group of items, or as a total, at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality in bid responses, or reject any or all bids, or portions thereof, or reissue this Invitation for Bid.

10. **Award of Contract:** A bid shall constitute a binding offer to contract with the City based on the terms, conditions and specifications contained in this Invitation for Bid. A Bidder shall become a Contractor only upon execution of a formal contract from the City Procurement Office ("Contract"). Unless this Invitation for Bid includes a separate contract document(s) or requires the Bidder to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Bidder. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Bids or proposed contract terms that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation for Bid shall cause the bid to be considered as nonresponsive and rejected.

11. **Taxes:** All materials, equipment and/or products shall be bid as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in bid pricing. The City is exempt from payment of federal excise tax. For bid evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-8327 or visit the web site at www.tempe.gov/salestax.

12. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Bidder may indicate on the Price Sheet of this Invitation for Bid, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a bid.

13. **Bid Results:** Bidders may attend the scheduled bid opening at which time the name, pertinent information and prices for each bid will be publicly read (as determined appropriate by the bid opening Officer). After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab with a self-address, pre-stamped envelope, or viewed on the City Procurement Office Web Page (www.tempe.gov/procurement) within two (2) days after bid opening. Bid tab results will not be provided over the telephone, by email or facsimile. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibleness of Bidders as will be determined during bid evaluation. Bid files are not open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer to review bid documents. Formal award recommendations with an estimated contract value over $50,000 shall be placed on the Procurement Office web page and posted at the front counter of the Procurement Office, at the time the award recommendation provided to the City Council.

14. **Protests:** Any actual or prospective Bidder who is aggrieved in conjunction with this Invitation for Bid or award may submit a protest at the City Procurement Office pursuant to City Code Sec. 26A-21. A protest based upon alleged improprieties in this Invitation for Bid that are apparent before the bid opening shall be filed prior to the bid opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of contract award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter for public review. Bidders and other interested parties can also review the Procurement Office web page for posted award recommendations (**www.tempe.gov/procurement**). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest shall be on the protester's company letterhead and signed by the protestor or its authorized representative.

15. **Request for IRS W-9 Form and Bidder Registration:** Any bidder awarded a contract as a result of this solicitation must become a registered firm with the City prior to work start. The successful firm will be required to submit a completed W-9 form within 3 days after request. To register to receive e-mail notices of future bid and proposal opportunities, firm should complete the on-line registration process available at www.tempe.gov/procurement by clicking on the link titled "New Supplier Registration."

16. **Compliance with City Solicitation & Forms:** Any documents including, a separate contract, maintenance agreement, or training agreement, intended by the Bidder to be utilized in any resulting contract, must be submitted with bid. Any documents inconsistent with or taking exception to any of the terms, conditions, specifications and/or other requirements stated herein shall cause the bid to be considered non-responsive and rejected. No documents shall be considered unless submitted with bid for evaluation purposes and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Invitation for Bid and resultant contract, the following definitions apply:

A. "Bid" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

B. "City" means the municipal corporation of the City of Tempe, Arizona.

C. "Contract" means agreements for the procurement of goods, services, work, materials, construction and/or concessions.

D. "Contractor" means an Offeror, Vendor or Bidder who has been awarded a Contract with the City.

E. "Invitation for Bid" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

F. "Offeror", "Vendor" or "Bidder" means a vendor, business, entity or person who submits a bid in response to a competitive solicitation.

18. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Invitation for Bid.

19. **Public Record:** Bids and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

20. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are necessary in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive Bidder. Should no Bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the Contract to the most responsive Bidder or cancel the bid and re-bid the need under revised specifications.

21. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Invitation for Bid (if included herein) and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items which are designated as mandatory are required in order to satisfy a required task or performance criteria. Items listed as desirable are not required in order to be responsive to the Invitation for Bid but will be evaluated against others in making a final award.

If supporting documentation is required, information must be provided in the sequence set forth in the Invitation for Bid. Bidder must ensure that all technical literature and/or narrative explanations must fully address the specifics of the question. Vague or disorganized supportive responses that do not allow sufficient information for evaluation purposes shall result in a bid response being rejected as nonresponsive.

22. **Confidential Information and Public Record:** After award of a Contract, bids shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Invitation for Bid and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*

C. If the City determines to disclose the information, the Bidder shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all bid response information shall be available for public inspection.

23. **Bid Evaluation:** Award shall be made to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria includes, but is not limited to:

A. Conformity with bid specifications, performance requirements, terms and conditions, Bidder instructions and any other contractual clauses and/or requirements;
B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
D. Availability of competent service and prompt delivery of materials, parts and services;
E. Possession of current legally required licenses, certifications and/or qualifications to perform the Contract;
F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Bidder's financial capability to perform the Contract, and any other factors that would be advantageous to the City;
G. Record of past performance and integrity on City and/or other public agency contracts;
H. Production capability of equipment as determined by product samples, customer references, and/or City inspection; and
I. Record of payment in full for all taxes due and owing.

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions shall be followed by Bidder/Contractor. Failure to comply with these requirements shall result in rejection of a bid for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Invitation for Bid and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Contractor shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. § 49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B, the Bidder certifies:

   A. The submission of the bid response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted offer and/or any resulting contract. In addition, the Bidder may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.

   D. The Bidder agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation for Bid and resultant Contract award. Violation of this condition will be grounds for Contract termination by the City.

   E. The Bidder expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. §23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Bidder further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Bidder is cautioned not to commence any work or provide any materials or services under the Contract until and unless Bidder receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Any third parties requesting information related to the Contract shall be referred to the City. Contractor agrees that no information pertaining to individual persons will be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless previously authorized in writing by the City.

7. **Contract Formation**: This Contract shall consist of this Invitation for Bid document and the bid submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Invitation for Bid shall govern. The City's Invitation for Bid shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

8. **Contract Modification(s):** This Invitation for Bid may only be modified by a written solicitation addendum issued by the City Procurement Office. A resulting Contract may only be modified by a written contract modification issued by the City Procurement Office. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

9. **Contracts Administration:** Contractor must notify the City Procurement Office contact for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor relating to this provision and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

10. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

11. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, with such fees and costs to be included in any judgment rendered.

12. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

13. **Estimated Quantities:** This Invitation for Bid references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation for Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired in its sole discretion. No commitment of any kind is made by the City concerning quantities and Bidder hereby acknowledges and accepts same.

14. **Events of Default and Termination:**

A. The occurrence of any or more of the following events shall constitute a material breach and default of this Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

(i) Any failure by Contractor to pay funds or furnish materials and/or goods that fail to conform to any requirement of this Contract;

(ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

(iii) Any failure to make progress in the performance required pursuant to the Contract and/or any acts or failure to act that gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

(iv) Any failure of Contractor to commence construction, work or services or furnish materials within the time specified herein, or to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

(i) Terminate the Contract;

(ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

(iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the jobsite or premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor(s) for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

15. **Termination for Convenience**: The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

16. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by any subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification by the City for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

17. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Bidder or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from Bidder the amount of gratuity.

18. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

19. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent contract is specifically called for in this Invitation for Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

20. **Key Personnel**: Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

    A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to and approval by the City.

    B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the approval of the City, replace such personnel with personnel of substantially equal ability and qualifications.

21. **Legal Compliance:** Bidder acknowledges that a breach of this warranty is a material breach of this Contract and Bidder is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all Bidders, sub-bidders and sub-sub-bidders performing work and/or services relating to the Contract to ensure compliance with this warranty.

22. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

23. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.

24. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand-delivered or sent by registered or certified United
States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attention of Bidder named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach or default hereunder shall be deemed to have been waived the City, except by a written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

28. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Invitation for Bids shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the low bid material that is not recycled and the recycled Bidder is otherwise the lowest responsible and responsible Bidder, the award shall be made to the Bidder offering the recycled material; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's Invitation for Bid and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, and/or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Bidder. An employee or agent of one party shall not be construed to be an employee or agent of the other party for any purpose whatsoever.

33. **Retention of Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the City Attorney and/or City Procurement Office at no cost to the City.

34. **Rights and Remedies:** No provisions of this Invitation for Bid or in the bid shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

35. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

36. **Seller's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation for Bid which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

37. **Serial Numbers:** Bids shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Survival:** Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract Term, shall survive the termination or expiration of this Contract.

41. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgement of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

42. **Unauthorized Firearms & Explosives:** No person conducting business on City property shall carry a firearm or explosive of any type. All City Bidders, Contractors and subcontractors shall honor this requirement at all times. Failure to honor this requirement shall result in Contract termination and additional penalties. This requirement applies to any and persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

43. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City as well as the Contractor, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

44. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

45. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

46. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation for Bid will be accepted for review and approval by the City.

47. **Delegated Awards**: In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the successful firm acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

SPECIAL TERMS & CONDITIONS

Bids taking exception to Special Terms & Conditions stated within this Invitation for Bid shall cause the bid to be considered non-responsive and rejected.

1. **City Procurement Document:** This Invitation for Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation for Bid by a Bidder is permitted and any attempt to do so shall result in Bid being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation for Bid to be valid and irrevocable for one hundred twenty (120) days after the bid opening time and date.

3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence and take effect on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for 90 days beyond the stated maximum term. In addition, the City at its option may mutually renew the Contract for supplemental terms up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Delivery & Payment Discount:** Bidder must indicate promised delivery schedule and payment terms on the Price Sheet.

7. **Discount from Published List:**

   A. Bids shall be submitted on the basis of a discount from the manufacturer's suggested list price, obtained from a manufacturer's published price list(s). Such published price list(s) must be common to and accepted by the industry in general. The catalog/price lists must be printed or available in electronic format and be properly identified and dated as to issuance and effectiveness.

   B. Bidder must provide a statement of applicable discount(s) from price catalog(s). Discounts offered must be clearly expressed as how they would apply to the item(s) bid and be specific as to the percent discounted for each item or group of items. Bids containing chain or multiple discounts for any one item or group of items may be considered nonresponsive. A copy of all referenced price catalogs must be included within the bid or provide a web site address where the lists can be viewed by the City. In addition to specified items, only those products and services listed in the Contractor's price catalog(s) and updates thereto, as approved by the City Procurement Office, will be eligible for purchase under resulting Contract.

C. Revised published price lists may be used as a means of price adjustment. However, all bids are to be firm for a period of one (1) year after the bid opening date and revised price lists that reflect price increases will not be accepted by the City until after that date and will be considered only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price decreases which benefit the City shall be offered throughout the Contract term.

D. Revised pricing(s) will not become effective until revised list(s) are submitted under Contractor's cover letter identifying the applicable Invitation for Bid and Contract agreement number. Contractor's cover letter and pricing list(s) must be dated, signed and submitted to:

City Procurement Office
City of Tempe
P.O. Box 5002
20 E. 6th Street (Second Floor)
Tempe, AZ 85280

8. **Price Adjustment:**

A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine in its sole discretion, whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for City approval of any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor's shall contact the City Procurement Office to assure the price increase request was received and approved.

C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the term of the Contract and shall become effective upon the first announcement. The City shall take advantage of any special sales discounts offered to the general public which exceeds price discounts extended to the City by the Contractor.

9. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within 90 days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Invitation for Bid and the Contractor's bid and price.

10. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in Contract specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance required by the City. An offer which proposes like quality, design or performance will be considered by the City.

11. **Warranty:** Each bid must include a complete and exclusive statement of the product warranty for each item. Warranty offers will be relative to life-cycle cost. All equipment supplied under this specification shall be fully guaranteed by the Contractor for a minimum period of 12 months from the date of acceptance by the City. Any and all defects of design, workmanship and/or materials that may result in noncompliance with the Contract specifications shall be fully corrected by the Contractor, including all parts and labor at its sole expense, without cost to the City.

12. **Descriptive Literature:** Bidder shall provide City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the bid. Failure to include required information shall result in the offer being rejected.

13. **Samples Upon Request - 72 Hours:** Samples of items, when requested, must be submitted within seventy-two (72) hours. Unless otherwise specified by the City Procurement Office, samples will be furnished at no expense to the City. Samples must be identified as to supplier, manufacturer, part number, model number, type, grade and applicable stock number. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.

14. **Current Products:** All offers made in response to this Invitation for Bids shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

15. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

    A. A formal announcement from the manufacturer that the product or model has been discontinued;

    B. Documentation from the manufacturer that names the replacement product or model;

    C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;

    D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

    E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

16. **Inventory:** The City has an ongoing requirement for the material indicated in this Invitation for Bid. It is an express condition of the award that Contractor shall maintain reasonable stock on hand for immediate delivery to the City. Failure to maintain such stock may result in termination of the Contract.

17. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Contractors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Bidder until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Bidder selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

18. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any and all contracts is at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Bidder.

19. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

20. **Sub-Contractor(s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

Scope of Work

The City of Tempe ("City") is issuing this Invitation for Bid ("IFB") to establish a two (2)-year contract with renewal options for emergency medical supplies for the Tempe Fire Medical Rescue Department. Other departments within the City of Tempe may also use this contract.

The City estimates that approximately $150,000 worth of emergency medical supplies may be purchased annually however, there is no guarantee as to the volume or dollar value. The successful contractor shall have the ability to offer for sale to the City all types of pharmaceuticals which may be purchased at a later date.

All items bid must be of high quality and suitable for use by EMS personnel working under emergency conditions.

The City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City.

IFB Communications/Inquiries

Upon release of this IFB, all communications shall be directed in writing, via Email, to the Procurement Officer listed below. No other employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any department within the City may result in disqualification from the IFB process. Any oral communication will be considered unofficial and non-binding on the City.

The IFB number assigned to this procurement MUST be contained in the subject line of all correspondence.

Contact the following individual for clarification of this IFB:

Lisa Goodman
Procurement Officer
480.350.8533
lisa_goodman@tempe.gov

Customer Sales/Service Representative

The City will obtain supply availability information and will place orders by telephone with the Contractor. It is important to have a knowledgeable inside sales staff capable of answering technical questions.

The Contractor shall provide contact information to the City which will allow the provision of EMS at any time, twenty-four (24) hours per day, 365 days per year in case of emergency. No call our or premium pricing will be permitted in these circumstances.

Catalogs and Price Lists

The City is requesting a catalog discount(s) for all groups of items specified on the attached Pricing Section. Discount(s) shall be fixed for the life any resulting contract(s). Catalogs shall be submitted via CD/DVD, USB Drive, Website, or hard copy at time of bid. If electing to provide hard copy catalogs, it is only necessary to include one set at time of bid. Any alternate means of providing catalog must be included within bid package such as CD/DVD, USB Drive, or website address where the complete catalog and pricing can be viewed.

Additional Manufacturer's price catalog(s) must be submitted within ten (10) business days upon notification of award. Manufacturer's price catalog(s) may be submitted on CD or Internet web-site. Updates to the referenced catalogs **must** be provided at no cost to the City when available. The City must be informed thirty (30) business days in advance of any new catalogs and the respective date(s). Updates may be in the form of print, CD, or Internet web-site.

There shall be no minimum purchase related to this award. The City makes no commitment to order size, the majority of orders will be issued for warehouse stock.

With limited exceptions, all items should be available for immediate shipment from Contractor's stock for delivery within two (2) weeks or less from the date of the order. On occasion, specialty items may not be available due to manufacturer back-orders. If the Contractor does not stock or cannot deliver an item required within the preferred two week time period, another vendor may be contacted, when necessary, to meet the City's needs. All deliveries shall be made between the hours of 7:00 a.m. and 3:30 p.m., local time Monday through Friday, excluding City holidays.

Shipping and handling charges shall be based on FOB Destination terms for all items ordered under this contract. If other than ground freight is requested by the end user, the City will pay the expedited shipping charge. Exception must be authorized by the end user prior to shipment.

Pricing

The enclosed price sheet is comprised of frequently used items. All packaging, as it is sold, must be clearly marked on the price sheet. Unit price is to reflect unit of measurements as shown on price sheet. Any product that does not clearly indicate on the price sheet packaging and unit information, to allow for adequate price comparison, may be deemed non-responsive.

For products not listed on the price sheet, price will be determined by a fixed percentage discount from list price, as shown in the contractor's product catalog. An overall discount will be required to cover all items within the group. The contactor will be responsible for monitoring this contract so that lowest available prices are applied to orders. The City will conduct periodic audits to verify invoice accuracy.

Brand Name or Equal

All Bidders shall supply descriptive literature with their bid when offering equivalent items where permitted. Due to the long list of Price Sheet items, it will be critical for the bidder to carefully organize supporting documentation to coincide with the price sheet item numbers. Failure to supply sufficient descriptive information to allow for full evaluation of alternate item may result in the line item being rejected.

Brand Name Only

The City has identified on certain price sheet items where only the brand name referenced will be considered.

Delivery/Packaging/Invoicing

Shipping labels/packing slips shall be attached to each carton and shall contain the following information:

- PO number (if procurement card not used).
- The statement "Paid with procurement card" if paid with procurement card. Contractor will be responsible for agency costs associated with duplicate payments if payment as a result of "Paid with procurement card" does not appear on shipping labels/packing slips and invoices.
- Itemized quantity contained in each package.

- Total number of items delivered.
- Goods that cannot be individually marked with a part number or other distinguishing features, must be shipped to the agency in original manufacturers' cartons, which are marked with sufficient information, i.e. quantity, size, etc., to clearly identify the contents. Packages labeled with an original manufactures product number, which clearly defines the goods characteristic, are acceptable.

Current Delivery Locations

Additional locations within the Phoenix metro area may be added as necessary.

Tempe Fire Medical Rescue Department Warehouse 1425 S. Clark Drive, Tempe, AZ 85282

New and Unused

All items must be new products that have not been used to any degree prior to their delivery to the City.

Discontinuation and Replacement of Products

Any product(s), which has been discontinued due to industry changes must be exchanged with an acceptable product or credited to the appropriate City.

During the term of resulting contract, the City reserve the sole right to determine replacements for products discontinued, upgraded or modified in any manner.

The City may request samples at any time during the evaluation period or term of resulting contract(s). Each sample must be clearly identified with the Contractor's name, address and, if applicable, manufacturer's name and model number.

Damaged and Defective Items

The Contractor shall replace any and all damaged and defective items supplied under the contract awarded, at no cost.

Returned Goods Authorization

Any item(s) received in error will be returned via a contractor-issued Call Tag. Call Tags must be processed within fifteen (15) calendar days from notification.

Usage Report

The Contractor shall furnish the City an annual report showing the dollar amount ordered from this contract, broken down both by item, by category and department. Additional reports may be required.

Safety Product Catalog Ordering

The City may purchase other related EMS safety products not named listed on the price sheet based on the catalog discount offered. Contractor is to provide percentage off list for like/similar items not listed.

Contractor Representative

Vendor shall assign a representative who will be available to meet with Fire Medical Rescue personnel entities to assist with product review, sizing, testing, and training, etc. Representative should be capable of providing training, demonstrations, troubleshooting and support materials (posters, videos, etc.) on proper use of products.

Payment Method

The City may use a MasterCard procurement card for order placement and payment. Contractor who accepts credit cards should anticipate that some or all orders may be paid by using the procurement card.

Pricing Format - Required

The City has included the Price Sheet section as a downloadable Excel document. Firms will use this Excel document to input pricing and return this completed price sheet with submittal as a thumb drive or CD within the bid package. Failure to include this Excel pricing document in electronic format with bid may result in the rejection of offer. Please do not add any new rows or columns to this document. The City has imbedded formulas to aid in the extensions of line items and sub totals. Firms shall also include a hard copy of completed pricing with bid submittal.

Bid Questionnaire

"Return this Section with your Response"

Must be completed and submitted with bid documents. Please feel free to use additional pages as needed.

1. Identify the Customer Representative/Consultant contact who will support this contract.

Customer Service Name: Russ Eskew
Phone Number: please see cell
Fax Number: 800-257-5713
Cell Phone: 602-312-7051
E-mail Address: russ.eskew@boundtree.com

2. State location(s) and square footage of warehousing facilities that will be used to supply products.

Primary warehouse location is at 596 E. Germann Rd. in Gilbert, AZ and is approximately 35,000 square feet. This warehouse is 16.4 miles away from the Tempe Fire Support Material Management. See attached warehouse map for additional locations throughout the US.

3. List three (3) customer references for which your firm has provided EMS products (Public Safety Departments preferred).

* Please see attached reference sheet.

Reference One:
Name of Firm: _____
Contact Person: _____
Telephone Number: _____ Fax Number: _____

Reference Two:
Name of Firm: _____
Contact Person: _____
Telephone Number: _____ Fax Number: _____

Reference Three:
Name of Firm: _____
Contact Person: _____
Telephone Number: _____ Fax Number: _____

4. Do the product(s) bid meet or exceed all stated specifications?

Yes X No _____

5. If selected, will your company allow other S.A.V.E. government agencies to utilize this contract?

Yes X No _____

6. Describe any training or instructional programs are provided by your firm along with any associated costs.

Bound Tree University is dedicated to the education and interests of it's First Responders, EMT's, and Paramedics. This website is an interactive research and training tool that examines current issues within the emergency medical service industry. It features a product lab, EMS news, events, and a classroom with accreditied continuing education avaliable at no cost to registered users. Please see attachment for more information. In addition to Bound Tree University, Bound Tree Medical has a local account manager Russ Eskew, who resides in Mesa, AZ. He works closely with Robert Harris and Michael Baros providing detailed product education and additional resourses for training.

7. Indicate/explain how your company will receive and process orders from the City for the items being offered.

Fax X Internet X Phone X Other X

Describe order processing procedure:

Customer may submit orders through the below channels:

Fax - 888-240-7277

Internet - www.boundtree.com

Phone - 800-533-0523

Mail - PO Box 8023 Dublin, Oh 43016

8. State approximate dollar value of your firm's inventory at the location(s) noted above related to products listed herein.

$ 1.7 million is currenlty held in your primary warehouse.

9. If selected, will your company accept a City procurement card (MasterCard) as a form of payment?

Yes X No _____

10. Describe the return policy for any defective items and for items ordered in error that might be received.

Defective Items: Bound Tree Medical will return and replace any defective items at no cost to the City of Tempe.

Order Errors: Bound Tree Medical will allow returns on order errors within 30 days of shipment.

11. Describe the product warranties/guarantees for products you bid?

Please see attached warranty statement

12. What is your delivery lead time ARO in calendar days for the products bid? If delivery times vary with items or manufacturers, please provide detailed breakdown.

Lead time for delivery is 1-3 business days if product is in stock. For custom or capitol items lead time would be 3-4 weeks.

Bound Tree Medical has 6 distribution centers across the United States, including one in AZ. If one of our warehouses does not have an item, then it will roll over to another distriution center that has stock. Our current fill rate is 90%. Please see attached map of our distribution center locations.

13. Does your company accept all terms, conditions, and requirements of this solicitation?

Yes X No _____

14. Describe any additional value added services your company can offer, if awarded.

With our distribution center located in Gilbert, AZ, we can offer same day delivery on in stock supplies and equipment when requested. Additionally, our ability to provide "will call" pick up on supplies has proven valuable to the City of Tempe for over 15 years.

15. Do you have the ability to provide pharmaceuticals to the City? Please describe your system.

Yes, Bound Tree Medical has the ability to (and currently does) provide pharmaceuticals to the City. Perscription drugs can be ordered through our normal channels. Please see attached for details on our controlled substance ordering process.

16. Describe your plans to provide 24 hour/7 days per week services in the event of an emergency.

Bound Tree Medical understands that when natural disasters and other mass casualty incidents occur, ever minute counts. If your agency requires immediate deployment of emergency medical supplies and equipment Bound Tree Medical has an Disaster Support Service designed to help. Bound Tree Medical can provides emergency assistance quickly due to our national presence and local/regional distribution centers, which house thousands of emergency medical products. Please see attachment for more information.

IFB Checklist For Submittals

x One- (1) signed and complete original of the Bid response including completed questionnaire and any necessary descriptive literature for alternates, including signed "Vendor's Bid Offer" (Form 201-B) and hard copy of the full pricing section

x One (1) CD/DVD or USB Flash Drive copies of the completed Pricing Section in Excel format (Be sure it is in a readable format before sending)

x Bid Questionnaire has been completed and included.

x Price Information completed and included. **MUST BE SUBMITTED IN EXCEL FORMAT On CD/DVD or USB Flash Drive. Also, include one hard copy of completed Pricing Section.**

x Descriptive literature for each and every alternative product offered, carefully marked and organized in sequential format to the Price List section. If bidding brand specification it is not necessary to provide descriptive literature.

x Any addendum(s) have been acknowledged and included.

x Hard copies or e-copies of Bidder's catalogs for items offered or Web site locations where these catalogs can be accessed and viewed by the evaluation committee.

x Affidavit for affirmative action is signed and included.

Pricing Section

"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	****Refer to the separate Excel Pricing Section.**				
	* Applicable Tax _____ % City of Tempe 1.8% Maricopa County 0.7% State of AZ 5.6%				

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form 201-B included in this Invitation for Bid document.**

Less prompt payments discount terms of 0 % 30 days/ or net thirty (30) days. (To apply after receipt and acceptance of anitemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see Invitation for Bid for your contact person)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:		
	Alex Chin	Letters A – H and Numbers
	Ramona Zapien	Letters I – Z
	Danielle Plunkett	General AP Inquiries and AP Checks

Tempe

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

__X__ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: 7/15/14

Jeff Prestel

Print Name

President

Title

Bound Tree Medical, LLC

Company

Sarnova provides and maintains a work environment free of harassment or intimidation of its employees by coworkers, managers, customers, suppliers, or vendors. The Company insists that all employees are treated with dignity, respect and courtesy, and forbids any conduct which harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive or hostile work environment. All employees are responsible for creating and maintaining a workplace environment that is free of harassment and intimidation. Employees who engage in any form of harassment or intimidation are subject to disciplinary action up to and including termination of employment.

Any form of harassment, sexual or otherwise, which violates federal, state, or local law is a violation of the Company's policy and will not be tolerated. This includes, but is not limited to, harassment related to an individual's race, creed, color, national origin, religion, age, sex, pregnancy, citizenship status, uniform service member status, veteran status, disability, marital status, sexual orientation, genetic information, or any other status protected under law. The term "harassment" includes:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures;
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis;
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors;
- Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding, or hearing conducted by an investigating agency.

An employee who feels they have been subjected to unwelcome, intimidating, or harassing behavior, or is aware of the harassment of others, should discuss the matter with Human Resources or any member of management immediately. The Company will promptly investigate any issue and take steps to maintain confidentiality when possible. It is the obligation of all employees to cooperate fully in the investigation process. If harassment is found to have occurred, appropriate disciplinary action, up to and including termination will be taken.

Employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and equivalent state agencies investigate complaints of harassment in employment. Employees who wish to file a claim with federal or state agencies must do so within a certain timeframe of when the harassment occurred. This deadline is either 180 or 300 days, depending on the laws of the state in which you work.

No employee will ever be penalized for reporting a harassment problem; however, malicious, intentionally or knowingly false, or knowingly fraudulent allegations will be dealt with appropriately. Employees who attempt to discourage or prevent any victim from reporting harassment will also receive corrective action, up to and including termination. Retaliation against any employee who makes a claim of harassment will not be tolerated.

The City has established the unit of measure for the various line items listed below. The City will order at the unit of measure indicated as a minimum but may choose to order in the box or case sizes noted as most of the stock is for warehouse purposes. It is extremely important that you do not take exception to this order size by including minimum order quantities that conflict with the City's unit of measure as your bid will be deemed non-responsive. In some cases the City has noted where the mfg. case size will be utilized for the minimum order. Minor variations in count size shall be permitted (example: 100 tablets per box versus 120 tablets per box). The Excel formulas have been included so the extended cost will be tabulated automatically. Please be sure to complete all information requested including package sizing and product number and mfg. offered. If you are bidding the brand specified just note "spec" in column H. If you offer equal items you must include descriptive literature cut sheets for each item with submittal or a web site address where the information can be located. A discount off of catalog shall also be offered to allow for additional first aid product ordering. All items are bid brand name or equivalent.

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
1	Accu-Chek Safe-T-Pro Lancet, Single Use, Roche Diagnostics	Case	4	$284.10	$1,136.40	Spec - BTM # 170951
	Items per Box	200				
	Boxes per Case	6				
2	AirLife 3-in-1 Oxygen Mask, Under the Chin, 1 Valve, Safety Vent, 7 foot Tubing, Adult, Carefusion 303, Inc.	Case	18	$40.00	$720.00	Spec - BTM # 411203 Sold by each @ $0.80 or by case/50 @ $40.00
	Items per Box	-				
	Boxes per Case	50 ea/cs				
3	AirLife Oxygen Mask, Non-Rebreather, Under the Chin, 7 foot Tubing, Pediatric, Carefusion 303, Inc.	Case	1	$51.50	$51.50	Spec - BTM # 411268 Sold by each @ $1.03 or by case/50 @ $51.50
	Items per Box	-				
	Boxes per Case	50 ea/cs				
4	Airway, Color-Coded, Red, Large, Adult #5, 100 mm, Teleflex Medical	Each	20	$0.31	$6.20	Medstorm - BTM # 13062
	Items per Box	100				
	Boxes per Case	-				
5	Airway, Color-Coded, Yellow, Sm/Med, Adult, #9, 90 mm, Teleflex Medical	Each	25	$0.29	$7.25	Medstorm - BTM # 13061
	Items per Box	100				
	Boxes per Case	-				
6	Ammonia Inhalant Ampules, Honeywell Safety Products USA	Case	8	$178.20	$1,425.60	Spec - BTM # 900233
	Items per Box	100				
	Boxes per Case	12				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
7	Bacitracin Zinc Foilpac, 0.9 gram unit dose, Cardinal OTC	Box	2	$11.90	$23.80	Spec - BTM # 601109
	Items per Box	144				
	Boxes per Case	12				
8	Bandage Adhesive Flexible Fabric, Sterile, Knuckle, 1 1/2 in x 3 in, Dynarex Corporation	Box	4	$3.40	$13.60	Spec - BTM # 279-3619BX
	Items per Box	100				
	Boxes per Case	24				
9	Bandage Adhesive, Flexible, Large, Fingertip, 3 in, Medical Products	Box	4	$4.83	$19.32	Spec - BTM # 279-3620BX
	Items per Box	50				
	Boxes per Case	24				
10	Bandage, Triangular, 40 in x 40 in x 56 in, ADI Medical	Box	12	$2.64	$31.68	Medstorm - BTM # 1124-03680 Sold by each @ $0.22 or by case/240 @ $52.80
	Items per Box	-				
	Boxes per Case	240ea/cs				
11	Bandage, Coban, Self-Adherent Wrap, Tan, contains Latex, 3 in x 5 yd., Non-sterile, 3M Health Care	Case	17	$22.56	$383.52	Dynarex - BTM # 11082 Sold by each @ $0.94 or by case/24 @ $22.56
	Items per Box	-				
	Boxes per Case	24				
12	Bandage, Conforming, Stretch Gauze, Non-Sterile, 4 in x 4.1 yd., Dukal Corp.	Case	15	$13.04	$195.60	Spec - 276-8519BG
	Items per Box	12				
	Boxes per Case	8				
13	Beck airway Airflow Monitor (B.A.A.M.), Great Plains Ballistics	Each	6	$5.48	$32.88	Spec - BTM # 021410
	Items per Box	100				
14	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23 in x 23 in, 7-10 gal, Medical Action Industries	Case	25	$40.00	$1,000.00	Medegen Medical Products - BTM # 520-116EA, Sold by each @ $0.08 or by case/500 @ $40.00
	Items per Box	-				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
	Boxes per Case	500ea/cs				
15	Blood Pressure Cuff, Prosphyg 775, includes Black Enamel Gauge, Zippered Carrying Case, Size 11 Adult, Navy Blue, American Diagnostic Corp.	Each	4	$5.60	$22.40	Medstorm - BTM # 36012
	Items per Box	-				
16	Blood Pressure Cuff, Prosphyg 775, includes Black Enamel Gauge, Zippered Carrying Case, Size 9 Child, Navy Blue, American Diagnostic Corp.	Each	1	$5.60	$5.60	Medstorm - BTM # 36011
	Items per Box	-				
17	Breating Circuit w/Med mask for PortO2Vent, CPAPos Oxygen Delivery System - BRAND NAME ONLY	Case	4	$310.00	$1,240.00	Spec - BTM # 531900
	Items per Pack	1				
	Packs per Case	10				
18	Burn Dressing, Sterile, 4 in x 16 in, Water-Jel Technologies	Each	8	$6.05	$48.40	Spec - BTM # 710416
	Items per Box	28				
19	Burn Dressing, Sterile, 4 in x 4 in, Water-Jel Technologies	Each	4	$3.01	$12.04	Spec - BTM # 710404
	Items per Box	60				
20	Burn Dressing, Sterile, 8 in x 18 in, Water-Jel Technologies	Each	12	$8.90	$106.80	Spec- BTM # 710818
	Items per Box	5				
21	Burn Face Mask, Sterile, 12 in x 16 in, Water-Jel Technologies	Each	7	$11.70	$81.90	Spec - BTM # 11749
	Masks per Box:	100				
22	Burn Sheet, Disposable, 60 in x 96 in, Roehampton	Each	4	$5.72	$22.88	Spec - BTM # 150300 Sold by each @ $5.72 or case/24 at $137.28
	Items per Box	-				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
23	Burnfree Dressing, Sterile, 12 in x 12 in, Burnfree Products	Each	3	$7.31	$21.93	Spec -BTM # 1216-21212 Sold by each @ $7.31 or case/20 @ $146.20
	Items per Box	-				
24	Catheter, Intravenous, 14 gauge x 2 in, Straight FEP, Introcan Safety - BRAND NAME ONLY	Case	1	$290.00	$290.00	Spec -BTM # 602594
	Items per Box	50				
	Boxes per Case	4				
25	Catheter Intravenous, 16 gauge x 1 1/4 in, Straight FEP, Introcan Safety - BRAND NAME ONLY	Case	2	$288.00	$576.00	Spec -BTM # 602586
	Items per Box	50				
	Boxes per Case	4				
26	Catheter Intravenous, 22 gauge x 1 in, Straight FEP, Introcan Safety - BRAND NAME ONLY	Case	1	$290.00	$290.00	Spec - BTM # 602519
	Items per Box	50				
	Boxes per Case	4				
27	Catheter Intravenous, 24 gauge x 3/4 in, Straight FEP, Introcan Safety - BRAND NAME ONLY	Case	1	$290.00	$290.00	Spec - BTM # 602500
	Items per Box	50				
	Boxes per Case	4				
28	Chese Seal, Asherman, Sterile, 5 1/2 inch diameter - BRAND NAME ONLY	Box	24	$92.30	$2,215.20	Spec- BTM # 718491
	Items per Box	10				
	Boxes per Case	-				
29	EKG Paper, Physio-Control, 4.19 in x 73 ft., Kendall Healthcare Products Co. - BRAND NAME ONLY	Case	72	$62.10	$4,471.20	Spec - BTM # 232023
	Rolls per Case	18				
30	Electrode, BlueSensor SP Monitoring, Midi, Stud, Foam Backing, Wet Gel, Ambu, Inc. - BRAND NAME ONLY	Case	72	$468.00	$33,696.00	Spec -BTM # 230500
	Items per Box	20pk/50				
	Boxes per Case	2				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
31	Extrication Collar, Adjustable, Adult, Perfit Ace, 16 Settings, Ambu, Inc. Items per Box Boxes per Case	Case - 30ea/cs	13	$135.00	$1,755.00	Spec -BTM # 260281
32	Extrication Collar, Adjustable, Pediatric, Perfit Mini Ace, 16 Settings, Ambu, Inc. Items per Box Boxes per Case	Case - 30ea/cs	5	$135.00	$675.00	Spec -BTM # 260280
33	FilterLine Set, CO2 Sampling Line, Adult/Pediatric, Kendall Healthcare Products Co. - BRAND NAME ONLY Items per Box Boxes per Case	Box 25 -	1	$200.00	$200.00	Spec -BTM # 2722-76800
34	Flex Sensor System, Reusable, Index, Middle or Ring Finger Application, 1 Meter, Nonin Medical - BRAND NAME ONLY Items per Box Boxes per Case	Box - -	100	$144.88	$14,488.00	Spec -BTM # 617-8000AA Note, only sold by each. Price provided is each price.
35	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 5.0 mm, Teleflex Medical Items per Box Boxes per Case	Box 10 10	1	$16.70	$16.70	Curaplex - BTM # 2113-10250
36	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 5.5 mm, Teleflex Medical Items per Box Boxes per Case	Box 10 10	1	$16.70	$16.70	Curaplex - BTM # 2113-10255
37	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 6.0 mm, Teleflex Medical Items per Box Boxes per Case	Box 10 10	2	$16.70	$33.40	Curaplex - BTM # 2113-10260
38	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 6.5 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10265

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
	Items per Box	10				
	Boxes per Case	10				
39	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 7.0 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10270
	Items per Box	10				
	Boxes per Case	10				
40	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 7.5 mm, Teleflex Medical	Box	2	$16.70	$33.40	Curaplex - BTM # 2113-10275
	Items per Box	10				
	Boxes per Case	10				
41	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 8.0 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10280
	Items per Box	10				
	Boxes per Case	10				
42	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 8.5 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10285
	Items per Box	10				
	Boxes per Case	10				
43	Flexi-Set Cuffed Endotracheal Tube w/Stylet, Plastic, 9.0 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10290
	Items per Box	10				
	Boxes per Case	10				
44	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 2.0 mm, Teleflex Medical	Box	1	no bid	no bid	Size not avaliable
	Items per Box	10				
	Boxes per Case	10				
45	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 2.5 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10325
	Items per Box	10				
	Boxes per Case	10				
46	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 3.0 mm, Teleflex Medical	Box	2	$16.70	$33.40	Curaplex - BTM # 2113-10330

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
	Items per Box	10				
	Boxes per Case	10				
47	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 3.5 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10335
	Items per Box	10				
	Boxes per Case	10				
48	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 4.0 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10340
	Items per Box	10				
	Boxes per Case	10				
49	Flexi-Set Uncuffed Endotracheal Tube w/Stylet, Plastic, 4.5 mm, Teleflex Medical	Box	1	$16.70	$16.70	Curaplex - BTM # 2113-10345
	Items per Box	10				
	Boxes per Case	10				
50	FreeStyle Precision H Glucose Test Strips, for use w/ capillary, venous/arterial blood, Abbott - BRAND NAME ONLY	Case	25	$253.50	$6,337.50	Spec - BTM # 2763-80116
	Items per Box	100				
	Boxes per Case	6				
51	Gauze Pad, Sterile, 100% Woven Cotton, 12 ply, 2 in x 2 in, Dukal Corp	Box	10	$2.79	$27.90	Spec -BTM # 081212
	Items per Box	100				
	Boxes per Case	24				
52	Gauze Sponge, Dermacea, Non-Sterile, 12 ply, 4 in x 4 in, Kendall Healthcare Products	Case	8	$2.79	$22.32	Spec -BTM # 087705
	Items per Box	200				
	Boxes per Case	10				
53	Germicidal Disposable Wipes, Alcohol, XL, Individual Foil Pack, Super Sani-cloth, 11.5 in x 11.75 in, Nice-Pak	Box	17	$19.43	$330.31	Spec - BTM # 297295
	Items per Box	50				
	Boxes per Case	3				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
54	Glucose, 3 Tube Pack, 15 gm, Lemon, Perrigo Pharmaceuticals	Case	15	$33.36	$500.40	Level Foods - BTM # 0030-37 Sold by pk/3 @ $2.78 or case/12pks @ $ 33.36
	Items per Box	-				
	Boxes per Case	12				
55	Hazmat Decontamination Pool, 60 in x 60 in x 12 in, RMC Medical	Each	4	$134.00	$536.00	Spec - BTM # 736000
	Items per Box	2				
56	Head Immobilizer, Sta-Blok, Adjustable with Strap, Laerdal Medical Corp. - BRAND NAME ONLY	Case	16	$106.20	$1,699.20	Spec -BTM # 260975
	Items per Box	-				
	Boxes per Case	30ea/cs				
57	Introcan Safety IV Catheter, Straight, FEP, 18 ga x 1 1/4 in, B. Braun Medical - BRAND NAME ONLY	Case	6	$288.00	$1,728.00	Spec -BTM # 601890
	Items per Box	50				
	Boxes per Case	4				
58	Introcan Safety IV Catheter, Straight, FEP, 20 ga x 1 1/4 in, B. Braun Medical - BRAND NAME ONLY	Case	4	$290.00	$1,160.00	Spec -BTM # 602535
	Items per Box	50				
	Boxes per Case	4				
59	IV Admin Set, 60 Drop, 1 Safeline Injection Site, Roller Clamp, 84 in, B. Braun Medical - BRAND NAME ONLY	Case	1	$68.50	$68.50	Spec - BTM # 351165 Sold by each @ $ 1.37 or case /50 @ $68.50
	Items per Box	-				
	Boxes per Case	50 ea/cs				
60	IV Blood Set, Y-Type w/170 Micron Blood Filter, 94 in w/2 Capless Needle-free Valves, Contains DEHP,B. Braun Medical - BRAND NAME ONLY	Case	26	$285.00	$7,410.00	Spec - BTM # 353476 Sold by each @ $ 5.70 or case /50 @ $285.00
	Items per Box	-				
	Boxes per Case	50 ea/cs				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
61	IV Extension Set, Standard Bore w/Ultrasite Needlefree Valve, Spin Lock Connector, 6 1/2 in, B. Braun Medical - BRAND NAME ONLY Items per Box Boxes per Case	Case - 100ea/cs	3	$203.00	$609.00	Spec -BTM # 353444 Sold by each at $2.03 or by case/100 @ $ 203.00
62	IV Flush Syringe, Prefilled, 10 ml Normal Saline, 12 ml Syringe, AM USA Items per Box Boxes per Case	Case - 400ea/cs	2	$132.00	$264.00	Spec -BTM # 600-10 Sold by each @ $0.33 or by case/400 @ $132.00
63	IV Solution, Lactated Ringers, 1000 ml Bag, Hospira Worldwide, Inc. Items per Box Boxes per Case	Case - 12ea/cs	7	$54.60	$382.20	Spec -BTM # 357953 Sold by each @ $4.55 or case/12 @ $ 54.60
64	IV Solution, Sodium Chloride 0.9%, 1000 ml Bag, Baxter Healthcare Items per Box Boxes per Case	Case - 12ea/cs	845	$12.20	$10,309.00	Bbraun - BTM # 358000 Sold by each @ $1.10 or case/12 @ $12.20
65	IV Solution, Sodium Chloride 0.9%, 250 ml Bag, Baxter Healthcare Items per Box Boxes per Case	Case - 24ea/cs	5	$23.28	$116.40	Bbraun -BTM # 358002 Sold by each @ $ .97 or case/24 @ $23.28
66	IV Solution, Sodium Chloride 0.9%, 50 ml Bag, Baxter Healthcare Items per Box Boxes per Case	Case - 96ea/cs	20	$132.00	$2,640.00	Spec -BTM # C898307 Sold by case/96
67	IV Start Kit includes Veni-gard Dressing, Wipes, Gauze, Latex-Free Tourniquet and Extension Set, Items per Box Boxes per Case	Case - 100ea/cs	42	$84.00	$3,528.00	Motion Medical - BTM # 1840-32309 Sold by each @ $0.84 or by case/100 @ $84.00

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
68	IV Start Kit includes Veni-gard IV Dressing, Alcohol and Povidone Prep Pad, Adhesive Bandage	Case	6	$84.00	$504.00	Motion Medical - BTM # 1840-32309 Sold by each @ $0.84 or by case/100 @ $84.00
	Items per Box	-				
	Boxes per Case	100ea/cs				
69	Kool-Press Instant Cold Pack, 6 in x 8 1/4 in, Briggs Healthcare	Case	15	$6.79	$101.85	Spec -BTM # F03520 Sold by case/24
	Items per Box	-				
	Boxes per Case	24ea/cs				
70	Kwik Strap Restraint System, 10 Point, Disposable, Spectrum Products USA	Each	220	$18.52	$4,074.40	Spec -BTM # 501311
	Items per Box	-				
	Boxes per Case	20ea/cs				
71	Ladder Splint, Wire, Plastic-coated, Faretec, Inc.	Pk	5	$60.00	$300.00	Spec -BTM # 660011 Sold by each @ $5.00 or pk/12 @ $60.00
	Items per Box	-				
	Boxes per Case	-				
72	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Macintosh 1, Infant, Sun Med	Each	12		$0.00	Spec -BTM # 2143-20101
	Items per Box					
	Boxes per Case					
73	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Macintosh 2, Child, Sun Med	Each	2	$3.72	$7.44	Spec -BTM # 025302
	Items per Box	20				
	Boxes per Case	-				
74	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Macintosh 3, Medium Adult, Sun Med	Each	8	$3.72	$29.76	Spec -BTM # 025303
	Items per Box	20				
	Boxes per Case	-				
75	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Macintosh 4, Large Adult, Sun Med	Each	30	$3.72	$111.60	Spec -BTM # 025304
	Items per Box	20				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
	Boxes per Case	-				
76	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Miller 2, Child, Sun Med	Each	6	$3.72	$22.32	Spec -BTM # 025332
	Items per Box	20				
	Boxes per Case	-				
77	Laryngoscope Blade, GreenLine/D, Stainless Steel, Fiber Optic, Miller 3, Medium Adult, Sun Med	Each	5	$3.72	$18.60	Spec- BTM # 025333
	Items per Box	20				
	Boxes per Case	-				
78	Magill Catheter Forceps, Stainless Steel, Polished, Child, Magnum Medical, Inc.	Each	5	$3.97	$19.85	Spec -BTM # 400007
	Items per Box	12				
	Boxes per Case	-				
79	Manikin Face Shields, 36/roll, Laerdal Medical	Case	6	$56.97	$341.82	Spec -BTM # L151200
	Items per Box	36				
	Boxes per Case	6				
80	Mask, Rebreather w/o Oxygen Tubing, Infant, 0-2 yrs., Teleflex Medical	Each	4	$2.37	$9.48	Spec - BTM # 415406
	Items per Box	-				
	Boxes per Case	50ea/cs				
81	Nasal Cannula, Over the Ear, Flared Tip, Adult, 7 ft Tubing, Standard Connector, Teleflex Medical	Case	6	$13.50	$81.00	Medsource - BTM # 301-100ea Sold by each @ $0.27 or by case/50 @ $13.50
	Items per Box	-				
	Boxes per Case	50ea/cs				
82	Nasal Cannula, Oxygen, Over the Ear w/2.1 mm Tubing, Curved Tip, Pediatric, Medisource International	Case	1	$26.00	$26.00	Medsource - BTM # 533-MS-24101EA Sold by each @ $ .52 or case/50 @ $26.00
	Items per Box	-				
	Boxes per Case	50ea/cs				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
83	Nithiodote Kit, Includes 1 Sodium Nitrite (300 mg/10 ml vial) and 1 Sodium Thiosulfate (12.5 gm/50 ml), Hope Pharmaceuticals	Kit	4	$193.00	$772.00	Spec -BTM # 0812-00
	Items per Box	-				
	Boxes per Case	-				
84	Nox-A-Sting Insect Sting Wipe, Honeywell Safety Products USA	Box	10	$1.27	$12.70	Spec -BTM # 834-35134SW
	Items per Box	10				
	Boxes per Case	-				
85	Oxygen Tubing, Standard Connector, 7 Ft, Teleflex Medical	Case	1	$11.50	$11.50	Spec -BTM # 36-1420EA Sold by each @ $0.23 or case/50 @ $11.50
	Items per Box	-				
	Boxes per Case	50ea/cs				
86	Paper Tape, Adhesive, Hypoallergenic, Non-Sterile, 2 in x 10 yd., Dukal Corp	Box	4	$3.88	$15.52	Spec -BTM # 086112
	Items per Box	6				
	Boxes per Case	12				
87	Penlight, Disposable, 6-pack, Prorose, Inc.	Pack	80	$5.13	$410.40	Spec - BTM # 400015P
	Items per Box	6				
	Boxes per Case	60				
88	Preparation Razor, Gallant, Contoured Handle, Platinum Coated, Stainless Steel Blade, Dynarex Corporation	Each	30	$0.32	$9.60	Spec - BTM # 540047
	Items per Box	50				
	Boxes per Case	5				
89	Rebreather Short-Style Adult Mask w/7 ft. Oxygen Supply Tubing, Teleflex Medical	Each	5	$1.53	$7.65	Spec -BTM # 411009
	Items per Box	50				
	Boxes per Case	-				
90	Respirator, Flat Fold, N95, Universal, 3M Health Care	Case	6	$280.40	$1,682.40	Dukal - BTM # 2351-57095

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
	Items per Box	20				
	Boxes per Case	20				
91	Resuscitation Mask, Disposable, Blue Hook Ring, Adult/Youth Large, Teleflex Medical	Case	1	$37.40	$37.40	Spec -BTM # 535245
	Items per Box	-				
	Boxes per Case	20ea/cs				
92	Resuscitation Mask, Disposable, Pink Hook Ring, Infant, Teleflex Medical	Case	1	$37.40	$37.40	Spec -BTM # 531278
	Items per Box	-				
	Boxes per Case	20ea/cs				
93	Resuscitation Mask, Disposable, White Hook Ring, Neonate, Teleflex Medical	Case	1	$37.40	$37.40	Spec- BTM # 020506
	Items per Box	-				
	Boxes per Case	20ea/cs				
94	Ring Cutter, Magnum Medical, Inc.	Each	6	$1.44	$8.64	Spec -BTM # 400011
	Items per Box	4				
	Boxes per Case	-				
95	Rite in the Rain Notebook, Vital Statistics, J L Darling Co.	Each	3	$3.10	$9.30	Spec -BTM # A0159
	Items per Box	-				
	Boxes per Case	-				
96	Safety Glide Hypodermic Needle, 22 ga x 1 1/2 in, Becton Dickinson	Box	3	$17.21	$51.63	Spec -BTM # 625906
	Items per Box	50				
	Boxes per Case	8				
97	Safety-Lok Tuberculin Syringe with Needle, 25 ga x 5/8 in, 1 cc, Becton Dickinson	Case	1	$190.35	$190.35	Spec -BTM # G4000
	Items per Box	100				
	Boxes per Case	5				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
98	Sharps Container, Multi-Purpose with Rotor Opening Lid, Red, 2 Gallon, Kendall Healthcare Products Items per Box Boxes per Case	Each - 20ea/cs	7	$4.16	$29.12	Spec - BTM # 1860-99019
99	Sharps Container, Transportable, Shuttle with Locking Mechanism, 1 1/2 in D x 6 1/2 in L, Kendall Healthcare Products Items per Box Boxes per Case	Case - 24ea/cs	56	$36.24	$2,029.44	Spec -BTM # 290970 Sold by each @ $ 1.51 or by case/24 @ $36.25
100	Sleeve Cover Gauntlet, 18 in, White, Elastic Openings, West Holdings, Inc. Items per Box Boxes per Case	Case - 200ea/cs	2	$20.00	$40.00	Spec -BTM # 295561 Sold by case/200
101	Softcheck BP Cuff, Adult Single Tube, Vinyl, Disposable, 26-35 cm, male fitting, SpaceLabs Healthcare Items per Box Boxes per Case	Case - 20ea/cs	100	$59.80	$5,980.00	Spec - BTM # ST2635ML-20
102	Softcheck BP Cuff, Large Adult Single Tube, Vinyl, Disposable, 32-42 cm, male fitting, SpaceLabs Healthcare Items per Box Boxes per Case	Case - 20ea/cs	4	$68.20	$272.80	Spec -BTM # ST3242ML-20
103	Softcheck BP Cuff, Small Adult Single Tube, Vinyl, Disposable, 18-26 cm, male fitting, SpaceLabs Healthcare Items per Box Boxes per Case	Case - 20ea/cs	3	$57.00	$171.00	Spec - BTM # ST1826ML-20
104	Softcheck BP Cuff, Thigh Single Tube, Vinyl, Disposable, 42-50 cm, male fitting, SpaceLabs Healthcare Items per Box Boxes per Case	Case - 20ea/cs	2	$135.00	$270.00	Spec -BTM # ST4250ML-20

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
105	Splint, Sam, Standard, 36 inch, Orange/Blue, Sam Medical	Each	120	$4.75	$570.00	Medsource - BTM # 533-ms-splint
	Items per Box	-				
	Boxes per Case	-				
106	Sponge, Nonwoven, Versalon, 4-ply, Sterile 2s, 4 in x 4 in, Kendall Healthcare Products	Box	20	$1.84	$36.80	Spec -BTM # F490625
	Items per Box	200				
	Boxes per Case	40				
107	Spur II BVM, Pediatric w/Bag Reservoir, Toddler Mask, Individually Boxed, Ambu, Inc.	Case	1	$126.00	$126.00	Spec -BTM # 530-213 Sold by each @ $ 10.50 or by case/12 @ $126.00
	Items per Box	-				
	Boxes per Case	12ea/cs				
108	Spur II BVM, Adult w/Bag Reservoir, Medication Port, Medium Adult Mask, Individually Boxed, Ambu, Inc.	Case	4	$98.76	$395.04	Spec -BTM # 520-211 Sold by each @ $8.23 or by case/12 @ $98.76
	Items per Box	-				
	Boxes per Case	12ea/cs				
109	Stethoscope, Adscope 641, Black, 22 in, Sprague Rappaport Type, American Diagnostic Corp.	Each	22	$6.60	$145.20	Spec -BTM # 540220
	Items per Box	-				
	Boxes per Case	-				
110	Suction Tip, Pharyngeal, Hi-D Big Stick, Sscor, Inc.	Each	47	$1.66	$78.02	Spec -BTM # 594241
	Items per Box	-				
	Boxes per Case	50ea/cs				
111	Suction Tubing, Connecting, Sterile, 1/4 in x 72 in, Medline Industries, Inc.	Each	35	$0.72	$25.20	Spec -BTM # D4808
	Items per Box	-				
	Boxes per Case	50ea/cs				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
112	Surface Disinfectant, Envirocide, 1 gal, Metrex Research Corporation	Case	18	$96.40	$1,735.20	Spec -BTM # 200128 Sold by each @ $ 24.10 or by case/4 @ $ 96.40
	Items per Box	-				
	Boxes per Case	4 ea/cs				
113	Syringe Only, 3 cc, Safety-Loc	Case	2	$120.00	$240.00	Bbraun - BTM # 1633-30303
	Items per Box	100				
	Boxes per Case	24				
114	Syringe Only, 5cc, Safety-Loc	Case	2	$140.00	$280.00	Bbraun - BTM # 1633-05305
	Items per Box	100				
	Boxes per Case	20				
115	Syringe, Safety-Lok, Luer-Lok Tip, 10 ml, Becton Dickinson	Box	1	$8.00	$8.00	Bbraun - BTM # 1633-10010
	Items per Box	100				
	Boxes per Case	12				
116	Tape, Cloth, Adhesive, Surgical, Hypoallergenic, 2 in x 10 yds., Dukal Corp	Box	4	$42.35	$169.40	Spec -BTM # 372-6112 Note only sold in case/72 @ $42.35 as reflected in given price.
	Items per Box	-				
	Boxes per Case	72ea/cs				
117	Tape, Cloth, Adhesive, Surgical, Hypoallergenic, 3 in x 10 yds., Dukal Corp	Box	10	$8.13	$81.30	Spec -BTM # 80310
	Items per Box	4				
	Boxes per Case	12				
118	Tape, Adhesive Dressing, Ouchless, 3 in x 4 in, Kendall Healthcare Products	Box	1	$19.73	$19.73	Spec - BTM # F490659
	Items per Box	100				
	Boxes per Case	12				
119	Terumo Standard Hypodermic Needle, Thin Wall, 19 ga x 1 1/2 in	Case	1	$44.10	$44.10	Spec -BTM # 621915
	Items per Box	100				
	Boxes per Case	10				

Item #	Item Description	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost	Product Offered (Mfg. and Part Number) - if offering the specified product - indicate "Spec"
120	Trauma Dressing, Sterile, Multi-purpose, 12 in x 30 in, Dukal Corp	Case	27	$25.00	$675.00	Spec -BTM # 150062
	Items per Box	-				
	Boxes per Case	25ea/cs				
121	Trauma Pelvic Orthotic Device (T-POD), Orange, Pyng Medical Corporation	Each	14	$89.79	$1,257.06	Spec -BTM # TPODOR
	Items per Box	-				
	Boxes per Case	-				
122	Trauma Shear, 7 1/4 inch, Black, American Diagnostic Corp.	Each	170	$0.77	$130.90	Surgical Design -BTM # 4115BK
	Items per Box	-				
	Boxes per Case	-				
123	Up-Draft II, Opti-Neb Nebulizer w/6 in Reservoir Tube, Teleflex Medical	Case	4	$85.00	$340.00	Spec -BTM # 411724 Sold by each @ $1.70 or by case/50 @ $85.00
	Items per Box	-				
	Boxes per Case	50ea/cs				
124	Z-Folded Dressing, Vacuum Sealed, Olive Drab, 4.5 in x 4.1 yds.	Each	10	$1.16	$11.60	Spec -BTM # 150033
	Items per Box	-				
	Boxes per Case	144ea/cs				
125	Specify percentage off list price and/or catalogs for like items not named in Group K.	40.00%				
	Catalog Name or Web Site:	www.boundtree.com				

Alternative Product Item Literature

Items 4 and 5:

Medstorm Colored Guedel Oral Airway, 100mm
CURAPLEX

Color-coded for easy size identification, these unique Medstorm Guedel Oral Airways feature a dedicated internal channel to direct suction catheters. These airways serve as a bite block and keep the patient's airway from collapsing. Made of polyethylene plastic.

Item 11:

Bandage, Wrap, Sensi-Wrap, Self-Adherent, Tan, 3inch x 5yds
DYNRAEX CORPORATION

#10

Home > Wound Care > Triangular Bandages > Medstorm Triangular Bandages, 40inch x 40inch x 56inch

Medstorm Triangular Bandages, 40inch x 40inch x 56inch

CURAPLEX

Triangular bandages can be used as a sling, cravat, bandage, or head dressing to support fractures and immobilize limbs. Individually packaged with 2 safety pins. Dimensions: 40inch x 40inch x 56inch

Related Information

Catalog Page 142

PLEASE NOTE: *In some instances, product photos may vary from actual product models, sizes and/or colors listed below.*

Product		Item #	Sold by	List Price	Your Price	Qty
	Medstorm Triangular Bandages, 40inch x 40inch x 56inch	1124-03680	EA	$0.45	$0.45	0

Add to Supply List ?

Add to Cart

Item 14:

MEDEGEN MEDICAL PRODUCTS

Biohazard Waste Bag, 1.5 mil, Hamper, Red w/Black Print, 23inch x 23inch, 7-10gal

Items 15 and 16:

Medstorm Blood Pressure Cuff, Adult

CURAPLEX

The Medstorm blood pressure cuff is an economical sphygmomanometer and features a rugged nylon cuff and a shock resistant 0-300mmHg gauge. All items are contained in a convenient case. Includes 1-year warranty. Latex-free.

Items 35-43:

Curaplex Cuffed Endotracheal Tubes with Stylet
MEDSOURCE INTERNATIONAL

Cuffed Endotracheal Tube includes ready-to-use stylet, saving time and space. Stylette has a low-friction coating to facilitate withdrawal. Designed with soft distal tip to reduce risk of trauma.

Items 45-49:

Curaplex Uncuffed Endotracheal Tubes with Stylet
MEDSOURCE INTERNATIONAL

Endotracheal Tube includes ready-to-use stylet, saving time and space. Stylette has a low-friction coating to facilitate withdrawal. Designed with soft distal tip to reduce risk of trauma.

Item 54:

Glucose Gel

LEVEL FOODS LLC

For People With Diabetes, LEVEL Life Glucose Gel works quickly to raise your blood sugar. Each squeeze pack contains 15g of fast-acting glucose gel that'll go wherever you do — and offers a low risk of overtreatment blood sugar spikes and the crashes due to overtreatment.

Item 64-66:

Sodium Chloride 0.9% IV Bags

B. BRAUN MEDICAL, INC

Item 67: 68?

IV Start Kits

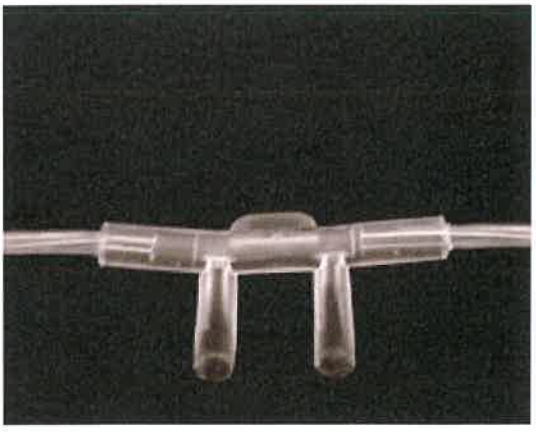
IV Start Kit is a kit with Tegaderm® Transparent Dressing. Packaged in snap-top bag for easy opening. All Motion Medical Products meet FDA Packaging Requirements.

Custom IV kit contains: 1 Tegaderm® IV Dressing, 1 Latex Free Tourniquet, 1 Alcohol Prep Pad, 1 2 inch x 2 inch Sponge, Sterile 2's, 1 3/4 inch x 18 inch Transpore Tape, and 1 Povidone Prep Pad

Item 81:

O2 Nasal Cannula, Adult, Clear Flared Nasal Prongs, 7 foot Kink Resistant Tube

MEDSOURCE INTERNATIONAL

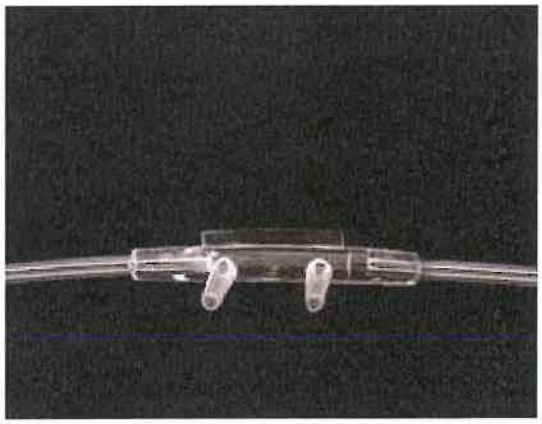


For patients requiring medium-low concentrations of oxygen. Over-the-ear design maintains proper positioning of nasal tips while allowing for complete freedom of movement.

O2 Nasal Cannula, Adult, Clear Flared Nasal Prongs, 7 foot Kink Resistant Tube

Item 82:

Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing
MEDSOURCE INTERNATIONAL



Over-the-ear design with soft, flexible tips. Comes complete with 7 foot of crush resistant oxygen supply tubing.

Item 90:

N95 Masks
DUKAL CORP

N95 Mask, Particulate, Respirator/Surgical, Flat Fold, White

The DUKAL Respirator/Surgical Masks meet NIOSH and CDC guidelines. As a respirator, they are designed to reduce wearer exposure to airborne diseases and meet the CDC guidelines for tuberculosis exposure control with a filter efficiency of 95% or greater against particulate aerosols free of oil (Type N95 Respirator). As surgical masks they are designed to provide a physical barrier to fluids and particulate materials with a High Fluid Penetration Resistance (ASTM F1862- 05 / 160mmHG,) a Particle Filtration Efficiency (PFE) of >99% and a Bacterial Filtration Efficiency (BFE) of 99.9%. The highly effective particulate respirator/surgical masks are available in duckbill (folded), cone style, and cone with a one way valve.

Item 105:

Flex-All Splint, Bendable Foam and Aluminum, Orange, 36inch x 4inch, Rolled

MEDSOURCE INTERNATIONAL

The one splint with universal capabilities. fold it, mold it, bend it, curve it, cut it, and shape it to desired configuration and size. The splint is lightweight, waterproof, radiolucent and works on just about any part of the body. Size 4 inch X 36 inch.

Item 113-115:

Syringes Only – Luer Lock

B. BRAUN MEDICAL, INC

Consistent Performance:

- Smooth plunger action and double-seal stopper
- High visibility - transparent barrel with bold graduations
- Secure backstop to prevent accidental plunger withdrawal
- Double seal stopper to prevent medication leakage
- Large, stable finger grips
- Minimal residual volume

Item 122:

Shears, EMT/Paramedic, 7.25inch, Black

SURGICAL DESIGN, INC

Deluxe EMS shears with colored plastic handles and an oversized lower grip for comfort.

Electronic Class II Controlled Substance Ordering

Class II controlled substances can now be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222!

ABOUT THE CSOS PROGRAM

CSOS was developed by the DEA for the electronic transmission of Class II controlled substances orders. It is the only allowance for electronic ordering of Class II controlled substances.

Using the DEA's CSOS program to order Class II controlled substances provides you with the following benefits:

- Significant reduction in the number of ordering errors
- Ability to include more line items on a single order
- Faster transaction times
- Lower costs due to order accuracy and decreased paperwork

GETTING STARTED

The DEA's CSOS program requires that each individual purchaser enroll with the DEA to acquire a CSOS digital certificate before placing an electronic order for Class II Controlled Substances. Each digital certificate contains identification information specific to each individual subscriber and his/her associated DEA registration. Multiple digital certificates must be requested for applicants requiring the ability to sign electronic Class II controlled substance orders for multiple DEA Registration numbers.

Enroll in the DEA's CSOS Program

PLACING YOUR FIRST e222 ORDER

Once you have successfully installed the CSOS digital certificate on your computer, please contact Customer Service to enroll in the Bound Tree e222 program. After receiving your login information from Customer Service, you may start ordering Class II Controlled Substances from Bound Tree Medical's secure electronic Controlled Substances Ordering System (e222.boundtree.com).

Bound Tree medical

Partners in EMS

At Bound Tree Medical, we provide products, knowledge and resources that save minutes and lives. It's a responsibility we take seriously – and a profession in which we take great pride.

We are experienced in EMS, as firefighters, paramedics, instructors or in other roles. We understand the rigors and realities, the pressures and the priorities. It gives us the perspective to better understand your needs – and the experience to deliver the products and services that meet them.

Innovative EMS Products

We are in the business of helping our customers save lives by providing nearly 20,000 quality products from some of the leading EMS manufacturers. From everyday disposable items to extensive capital equipment, Bound Tree Medical is your one-stop-shop for innovative EMS products.

In-Service Support

Our Account Managers live and breathe EMS. They are experienced as firefighters, paramedics, instructors and in other EMS roles. It gives them the perspective and experience to offer quality in-service training to you and your department. And, since they live in your area, they understand state and local requirements and protocols.

Advanced Online Tools

From free online CEUs at www.BoundTreeUniversity.com and elaborate online ordering tools at www.boundtree.com to inventory management systems tailored specifically to EMS, Bound Tree Medical is focused on the most cutting edge technology that will streamline your day-to-day operations.

Grants Support

Safety and patient care should never be compromised as a result of inadequate budgets. Our experienced grant writers can help you sort through the clutter and find funding opportunities for the equipment, training, personnel and vehicles that keep your crew and your patients in good hands. Visit www.boundtreegrants.com for more information.

24-Hour Disaster Support

Our Emergency Disaster Support Program is a valuable resource for agencies that encounter incidents that require immediate deployment of emergency medical supplies and equipment. To activate this program, call 800-863-0953 and identify medical supply needs. Once reported, Bound Tree Medical will take immediate measures to assist in relief efforts.

Can't find it?... Call us!

If you cannot find what you are looking for, just give us a call. Our dedicated team of Customer Service Representatives will be happy to help you find what you need.

Customer Service:

- Mon-Fri, 7:30am - 8:00pm (EST)
- Toll Free: 800-533-0523
- Order by Fax: 800-257-5713

Prices subject to change

VISA MasterCard AMERICAN EXPRESS DISCOVER NETWORK

Bound Tree UNIVERSITY

Visit www.BoundTreeUniversity.com

Bound Tree University is dedicated to the education and interests of First Responders, EMTs and Paramedics. The website is a research and training tool that examines emergency medical services, products and care related to pressing issues within the industry. It features interactive tools and a wealth of EMS knowledge and literature, helping providers learn about, research and respond to the important situations they face each day.

Learn about new care techniques and refresh existing knowledge by taking continuing education courses online. All courses are free, interactive and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS).

Research the hottest topics in the industry by reviewing the products and services that support them. The Product Lab contains in-depth materials on key emergency medical products and protocols, including videos, white papers, manufacturer studies and product reviews.

Respond to calls with increased confidence and high-quality care by keeping up with EMS headlines across the nation. Bound Tree University compiles the latest news, articles and press releases from industry-leading organizations and professionals who are passionate about emergency medical services and the people that provide care.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	INSURER A:	Sentinel Insurance Company, Ltd	11000
	INSURER B:	Hartford Fire Insurance Co.	19682
	INSURER C:	Hartford Casualty Insurance Co	29424
	INSURER D:	Medmarc Casualty Ins Co	22241
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570052077288 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			33UUNVG3435	12/01/2013	12/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			33 UUN VG3435	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			33RHUVG1892	12/01/2013	12/01/2014	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
D	Products Liab			130H380022 SIR applies per policy terms & conditions	12/01/2013	12/01/2014	Aggregate Limit SIR Aggregate Per Occurrence Limi	$10,000,000 $125,000 $10,000,000

Certificate No : 570052077288

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage. All Bound Tree Medical warehouse locations are covered.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

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AGENCY CUSTOMER ID: 570000037575
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Sarnova, Inc.
POLICY NUMBER: See Certificate Number: 570052077288	
CARRIER: See Certificate Number: 570052077288 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Products Liab			130H380022 SIR applies per policy terms & conditions	12/01/2013	12/01/2014	SIR Per Occurrence	$25,000

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SARNO-2 OP ID: LN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan & Company 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661 Douglas Thompson Phone: 312-239-2800 Fax: 312-263-1551	CONTACT NAME: Laura Nance PHONE (A/C, No, Ext): 312-239-2890 FAX (A/C, No): 312-263-1551 E-MAIL ADDRESS: lnance@thompsonflanagan.com
INSURED Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Chubb Indemnity Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TBD	12/01/2013	12/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sample Certificate.

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carkin S Flanagan

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Named Insureds:

1.	Sarnova, Inc.	FEIN: 262386055
2.	Bound Tree Medical Products, Inc.	FEIN: 731646550
3.	Tri-Anim Health Services, Inc.	FEIN: 952959155
4.	Bound Tree Medical, LLC	FEIN: 311739487
5.	Sarnova HC LLC	FEIN: 262549813
6.	Emergency Medical Products Inc	FEIN: 391164909

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Bound Tree Medical, LLC

Business name/disregarded entity name, if different from above
not applicable

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
5000 Tuttle Crossing Blvd.

Requester's name and address (optional)

City, state, and ZIP code
Dublin, Ohio 43016

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
3 1 – 1 7 3 9 4 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Valia Way Date ▶ 12/19/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Bound Tree medical

Making Precious Minutes Count...™

To Whom It May Concern,

In response to your request, Bound Tree Medical is pleased to offer 40% off of the list prices in the currently published Bound Tree Medical Emergency Medical Product catalog. Our web site is www.boundtree.com

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs. Products excluded from the percentage off offer include the following:

Manufacturers Excluded		**Product Categories Excluded**
CAS		Backboards
Junkin Safety		Hot and Cold Packs
Ferno (Stretchers / Stair Chairs		King Tubes (not kits) and Airways
Laerdal (Manikins and AHA items)		Service Contracts
Philips (Equipment)		King Vision
Nasco		Rescue Buddies (Charitable item)
Simulaids		Recertified Equipment
Thermal Angel		Preventative Maintenance
TSG		
Abbott ISTAT		
UCAPIT		
Engel		

We are pleased to provide you with a competitive offer for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Valia Way

Manager, Bids & Contracts

P.O. Box 8023 | Dublin, OH 43016 | phone 614.760.5000 | fax 614.760.5010 | www.boundtree.com

24-Hour Disaster Support

800.863.0953 | Bound Tree Disaster Support Hotline

Bound Tree Medical's Emergency Disaster Support Program is a valuable resource for agencies that encounter incidents that require immediate deployment of emergency medical supplies and equipment. This program enables users to call Bound Tree Medical's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

Bound Tree Medical can provide emergency assistance quickly due to its national presence and regional distribution centers which house thousands of emergency medical products. The company is focused on helping come to the aid of others in need, and can be a valuable contributor in disaster relief efforts.

About Bound Tree Medical

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. The company supports customers with a team of EMS-experienced account managers, customer service representatives and product specialists, backed by strong vendors and a national distribution network. From everyday disposable items to extensive capital equipment, Bound Tree offers thousands of quality products from leading manufacturers to help EMS providers save lives.

Bound Tree medical

800-533-0523 | www.boundtree.com

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

REFERENCES

1) Jeff Myers, Chief
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
415-920-2914
jeff.myers@sfgov.org

2) Duane Jones, Purchasing Agent / Flight Paramedic
EagleMed
6601 Pueblo Dr.
Wichita, KS 67209
316-218-8029
Duane.jones@flyeaglemed.com

3) Rick Meadows
City of Columbus Fire Department
2028 Williams Road
Columbus, Ohio 43207
614-221-3132

4) Carl Flores, Director of Logistics
New Orleans EMS
1300 Perdido Street, Ste 4W07
New Orleans, LA 70112
504-658-1552
cflores@cityofno.com

5) Jeff Wainwright
Baltimore City Fire Department
3500 West Northern Parkway
Baltimore, MD 21215
410-396-2718
jeffrey.wainwright@baltimorecity.gov

BoundTree medical

Making Precious Minutes Count...™

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours/day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

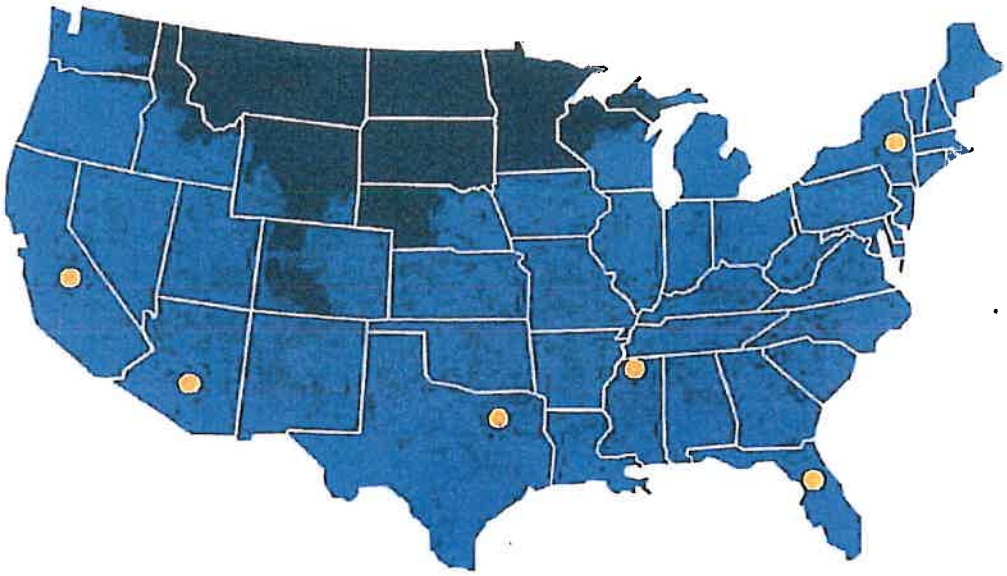
Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted.

Bound Tree medical

Making Precious Minutes Count...™



2 or less days standard UPS

3 or more days standard UPS

- 6 Bound Tree Distribution Centers are strategically positioned for operational efficiency and disaster response.
- 96 % of all of our customers can be reached using UPS Ground within 2 business days

Bound Tree medical

Making Precious Minutes Count...™

WARRANTY STATEMENT

THE MANUFACTURER'S REPRESENTATIONS AND WARRANTIES ACCOMPANYING THE PRODUCT ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES YOU WILL RECEIVE. BOUND TREE MEDICAL MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

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