



Henry Schein, Inc. • 135 Duryea Road • Melville, NY 11747

June 3, 2025

City of North Port
Attn: Geoff Thomas
Title: Contract Administrator
Address: 4970 City Hall Blvd
North Port, Florida 34286

Dear Mr. Thomas,

Thank you for giving Henry Schein the opportunity to participate in your bid. For more than 35 years, Henry Schein EMS has been the solution EMS professionals turn to for their emergency medical and rescue product needs. Representing the industry's leading manufacturers, Henry Schein EMS offers a full line of EMS medical supplies and specialty equipment. With more than 20 sales professionals (most of whom started their careers as field medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry. Our goal is to ensure you are prepared to save lives by providing cost-effective supplies, quality equipment, and prompt services.

In an effort to keep you informed, in light of the uncertainty surrounding the possible imposition of tariffs on certain products, please be advised that, other than for the first 120 days after the bid award date, Henry Schein cannot guarantee the supply or pricing of any products due to the potential of supply disruptions and/or rapidly escalating costs resulting from tariffs and other external factors beyond our control. In light of these unpredictable and uncertain circumstances, after the first 120 days after the bid award date, pricing and product availability is subject to change without prior notice. We appreciate your understanding and cooperation and look forward to working with you as we navigate these challenges.

Thank you in advance for your consideration of our bid.

Sincerely,

A handwritten signature in black ink that reads "Julia Strange".

Julia Strange
Supervisor, EMS

City of North Port



Request for Bid No. 2025-37

EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS



City of North Port



FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FL 34286
Office: 941.429.7170
Email: purchasing@northportfl.gov

**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
FOR
RFB NO. 2025-37
EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS**

It is the intent of the City of North Port to purchase, on an as-required basis, Emergency Medical Supplies, Equipment and Pharmaceuticals. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

BID OPENING: JUNE 12, 2025, at 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, ARE OPENED IN SUITE 337A****

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.northportfl.gov/files> (select the Purchasing Folder and scroll to Project RFB 2025-37). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Geoff Thomas, Contract Administrator I at 941.429.7102. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **JUNE 3, 2025**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: MAY 12, 2025

www.northportfl.gov
www.demandstar.com

TABLE OF CONTENTS

Legal Notice 2

Non-Submittal Response Page 4

Section I: Instruction to Bidders 5

Section II: Technical Specifications 23

Section III Check list followed by attachments 1-17 **TO BE COMPLETED AND RETURNED WITH
BID** 27

EXHIBITS

ATTACHMENTS:

1. Excel Bid Schedule

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS**

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

Note: "Statement of No Bid" may be e-mailed to the Purchasing Division at purchasing@Northportfl.gov.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions: Special Conditions: Technical Specifications, the Bid Form: Non-Collusive Affidavit: Public Entity Crime Form: Certificate(s) of Insurance, if required: Payment and Performance Bonds, if required: Corporate Resolution: Bid Bond, if required: Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- **Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB):** Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible Bidder.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder(s):** The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, Bidders shall carefully examine the General

Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this Contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the Bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each Bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Receipt by each Bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective Bidders of addenda issued to the bid documents; however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a Bidder only if received in writing, properly signed by an officer of the Bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the Bidder's bid form.

Bids may be withdrawn by request of the Bidder prior to the time fixed for opening. Error or negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of

the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

~~Bid Bond: Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid. If using a bid bond use the City of North Port bid bond form. (NOT REQUIRED)~~

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the Bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to Bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and subcontractors form. This form must be completed and included with the bid form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder and total bid price of each Bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present but are invited to attend. Solicitations with unit price without extended price will only read the names of the vendors that submitted during the bid opening.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. **CITY RIGHTS:** The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response: the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.
4. **AWARD OF BID:** The award of this RFB shall be multi-award and awarded to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be in total or in part by line item, whichever the City determines is in its best interest. Other considerations in the award of this bid shall be the number of days required to deliver after receipt of purchase order and local preference. In addition, the bid evaluation shall consider previous performance, safety, reliability, and reference checks. Because of the hazardous nature of some products and the relatively short shelf life of others, consideration shall be given to the bidder's safety record, reliability, and previous performance. The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.
5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by Bidders:
Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the City will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.
7. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent

to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

9. **TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased:
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing:
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier:
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

10. **CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

11. **TERMINATION OF CONTRACT:**

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.

- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
- (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.

(4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.

- B. Termination for Convenience. The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- D. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- E. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.

- G. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
 - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
 - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the Contractor;
 - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- J. E-Verify Violation.

(1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.

(1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.

(2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

K. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

12. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this solicitation which the Bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

13. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the Bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

14. CODE OF ETHICS: With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

- 15. COLLUSION:** By offering a submission to this RFB, the Bidder certifies that the Bidder has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor: any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor: no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into: and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.
- 16. PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.
- 17. DRUG FREE WORKPLACE PREFERENCE:** The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.
The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any Bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the affidavit.
- 18. EQUAL EMPLOYMENT OPPORTUNITY:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity: may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work: may not submit bids, proposals, or replies on leases of real property to a public entity: may not be awarded or perform work as a

Contractor, supplier, subcontractor, or consultant under a Contract with any public entity: and may not transact business with any public entity.

20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and Contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

20.3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

20.4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

20.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL

**BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE
941.429.7270: E-MAIL: publicrecordsrequest@Northportfl.gov.**

20.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE:

1. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or

(5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

(6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;

(7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

1. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

2. The non-performing party uses all reasonable diligence to remedy its inability to perform.

- A. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- B. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- C. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

22. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

23. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

24. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

25. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

26. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict-of-interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys controls Contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an

affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

- (b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:
 - 1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder:
 - 2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a Contract other than by the mere submission of the bid: and
 - 3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

29. STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful Bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful

Bidder's performance. This evaluation will become public record.

- 32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** All Bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the Bidder.
- 33. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.
- 34. AUDIT:** City shall have the right to audit Vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 35. UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.
- 36. EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.
- 37. PAYMENT:** One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City the City will not reduce the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials and

services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

38. MBE: Contractors awarded construction Contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

39. DBE Contract Assurance (IF APPLICABLE): The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

40. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

41. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

42. SCRUTINIZED COMPANIES:

A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and
2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and
3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

43. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any Bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific Contract award.

"Local business" means a Bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

"North Port local business" means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible Bidder who is not a local business (hereafter, non-local business Bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business Bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business Bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business Bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business Bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business Bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business Bidder who matches the low bid shall receive the award. If no eligible North Port local business Bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business Bidder who matches the low bid. If no eligible local business Bidder can match the low bid, the award shall be made to the lowest responsive and responsible Bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

- 44. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to Contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to Contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.
- 45. RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.
- 46. DIRECT PURCHASE:** The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this project in order to recover applicable sales tax on these purchase orders.
- 47. E-VERIFY:** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an

unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

48. BUY AMERICA: The City is committed to the procurement of products and services that are produced or manufactured in America. The city encourages all contractors and vendors to buy American made materials and products.

49. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION I

SECTION II. TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PURPOSE: It is the intent of the City of North Port to purchase, on an as-required basis, Emergency Medical Supplies, Equipment and Pharmaceuticals. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: The price bid shall include Vendor's cost in full for all mobilization, shipping, labor, materials and equipment used in performing the services herein. Bidders shall bid unit prices, F.O.B. Destination (North Port Fire Rescue, 4980 City Center Boulevard, North Port, Florida 34286 or 1350 Citizens Parkway, North Port, Florida 34288). The term of this contract shall be from the date of award through and including September 30, 2028, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same terms and conditions.

TS-03 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package and any addenda furnished by the City and Purchase Order shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

TS-04 STANDARDS: It shall be the responsibility of each supplier to assure compliance with any Federal, State, and/or Local rules, regulations, or other requirements, as each may apply and all vendors must be an authorized vendor for all products.

TS-05 QUANTITIES: The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

TS-06 REFERENCES: As part of the evaluation process, the City may conduct an investigation of references, including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

TS-07 QUALITY: The City will make the sole determination as to the suitability of materials when quality is a question or concern.

TS-08 TECHNICAL SPECIFICATIONS:

Prices - The vendor will bid prices based on detailed and specific information supplied by Fire Rescue in this RFB (Attachment A – Parts List Bid Form). During the contract term, it is understood prices may increase or decrease. Any increase in price will be based upon a substantial market-wide increase. Minor price fluctuations are permitted, provided updates are reflected in the online pricing. Increases greater than 50% shall be agreed on by Fire Rescue prior to the price taking effect. Vendor shall be aware that any changes in

pricing may affect whether or not they are now the lowest price and therefore awarded that item. The selected vendors should present copies of their supplier notifications for such increases to justify any unit price increase. Vendors shall pass-on to Fire Rescue any decrease in prices should they arise. In the event Fire Rescue does not authorize a proposed increase and should a new and fair price not be agreed upon by both parties, Fire Rescue may remove that item from the list and source that product on its own. Throughout the contract term, Fire Rescue may solicit quotes for new items or specification change. Quotes shall be added to the master pricing list from which vendors are selected.

Ordering – Fire Rescue’s preference is to place orders on-line using the vendor’s secure website. For ease of selection during the ordering process the vendor shall create or assist with the creation of a “shopping” list on their website for all the items for which they have bid.

Backorders - Backorders may be limited to ten (10) business days. If the backorder is expected to, or actually does exceed that duration, Fire Rescue will be notified in writing or email. Back orders must be held to a minimum to ensure Fire Rescue operations are maintained. Should a backorder occur, Fire Rescue reserves the right to cancel the order without penalty and identify an identical or similar product from another vendor.

Substitutions - On the Parts List Bid Form (Attachment A), wherever a manufacturer and part number are given, bid that specific item. Substitutions will only be accepted if the item specified has been discontinued or not readily available. In that specific case, the substituted item(s) shall be brand name or equal to the original specification and indicated as such on the bid form. It is generally required that ordered or backordered items not be unilaterally substituted with prior written authorization from Fire Rescue.

Additional Items – The City of North Port reserves the right to add products to the bid schedule.

Due to the nationwide backorder of many pharmaceuticals, Fire Rescue expresses no preference for manufacturer, however the specification for the formulary must be met. We similarly do not specify a presentation for liquid medications but do prefer either pre-filled syringes (no Carpu-ject) or vials.

Credited Items>Returns - Vendors shall promptly issue a Return Merchandise Authorization (RMA) with a pre- paid call label and issue the appropriate credit for items incorrectly shipped, short-dated expiration, damaged during shipping, or items ordered that do not meet the original specification of Fire Rescue. These items will be removed from the invoice in a timely manner, credited back to either the credit card or in-house credit, and picked-up by the vendor at no additional cost to Fire Rescue.

Expiration Dates - Any item ordered by Fire Rescue shall have an expiration date of no less than twelve (12) months on receipt. The vendor is responsible for contacting Fire Rescue by phone to discuss the options prior to shipping of any item not meeting this requirement. Any item that is received by Fire Rescue not having the required twelve (12) months of serviceable life before expiration may be returned to the vendor at vendor’s expense. The vendor will be responsible to issue a Return Merchandise Authorization, pre-paid call tag label, arrange for the pick-up and the return of all the merchandize or items and issue a credit letter, all at no cost to Fire Rescue.

Shipping – Shipping shall be F.O.B. Destination, freight pre-paid. Shipping shall be five (5) days or less from date of order, unless on backorder. Pharmaceuticals that are to be maintained at cold temperatures shall

be shipped for next-day delivery, unless the order is placed on a Friday which would require shipping on the following Monday. Pursuant to U.S. Drug Enforcement Administration (DEA) regulations, medications listed in the controlled substances schedule are to be shipped to the address on Fire Rescue's DEA Form 222 – 4980 City Center Blvd, North Port, FL 34286. All non-controlled medications, general supplies and equipment shall be shipped to the Fire Rescue's logistics center at 1350 Citizens Parkway, North Port, FL 34288.

Manufacturer's Rebates – The vendor is responsible for notifying Fire Rescue of any manufacturer rebate programs for which the Fire Rescue is eligible. Fire Rescue will work with the vendor to determine how to apply the rebate to our procurements.

Assignment: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the City.

Warranty: Equipment and parts to have a one (1) year warranty against defective material(s) and workmanship and ninety (90) days for labor, which shall be inclusive in the bid price. If any part of the equipment should fail during the warranty period, it shall be repaired/replaced by the Bidder at no expense to City (to include return shipping). Warranties shall be in writing and presented at time of contracting. Nothing in this document is intended to allow any work which may conflict with, violate or void the manufacturer's warranty or third-party certification.

TS-09 CRITERIA FOR AWARD: The award of this RFB may be to multiple vendors in total or in part by line item, to the most qualified, responsive, and responsible Bidder(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City.

Qualified Vendor Requirement: To provide medical supplies on a continuous basis for the City of North Port EMS Division. The qualified vendor shall be licensed to supply medication in the state of Florida, in accordance with Florida Statute 499.01 which states, "Any such person must comply with the licensing or permitting requirements of the jurisdiction in which the establishment is located and the federal act, and any product wholesaled into this state must comply with this part. If a person intends to import prescription drugs from a foreign country into this state, the nonresident prescription drug manufacturer must provide to the department a list identifying each prescription drug it intends to import and document approval by the United States Food and Drug Administration for such importation". All labeling shall be in the English language.

Awards will be based on individual items. When determining the appropriate vendor from which to purchase a particular item, its specifications, pricing, amount of total purchase, availability, expiration date and delivery date, in all or in part.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

Award is subject to approval of City's budget.

END OF SECTION II

SECTION III. Check list followed by attachments 1-17

BIDDER CHECKLIST ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID	SUBMIT THIS CHECKLIST
SEALED RFB ENVELOPE LABEL	
	Check (v)
ATTACHMENT 1: Excel Tabulation Price Sheet (must complete and Submit in Excel format on USB DRIVE). DO NOT RECREATE THIS FORM	✓
ATTACHMENT 2: Insurance Requirements and Acknowledgement (page 34 ³³ acknowledgment to be submitted)	✓
ATTACHMENT 3: Bid Form	✓
ATTACHMENT 4: Statement of Organization	✓
ATTACHMENT 5: Addenda Form	✓
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	NOT REQUIRED
ATTACHMENT 7: Qualifications and References	✓
ATTACHMENT 8: Non-Collusive Affidavit	✓
ATTACHMENT 9: Conflict of Interest	✓
ATTACHMENT 10: Public Entity Crime Information	✓
ATTACHMENT 11: Drug-Free Workplace Form	✓
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	N/A
ATTACHMENT 13: Scrutinized Company Certification Form	✓
ATTACHMENT 14: Lobbying Certification	✓
ATTACHMENT 15: Vendor's Certification For E-Verify System	✓
ATTACHMENT 16: FOREIGN ENTITY AFFIDAVIT	✓
ATTACHMENT 17: HUMAN TRAFFICKING AFFIDAVIT	✓

ENVELOPES MUST BE MARKED

"SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)".

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: 6/10/2025

Signed (Person authorized to bind the company): *Julia Strange*

Name (printed): Julia Strange Title: Supervisor EMS

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN	
RFB #:	<u>2025-37</u>
RFB TITLE:	<u>EMS SUPPLIES, EQUIPMENT, AND PHARMACUTICALS</u>
DATE DUE:	<u>June 12, 2025</u>
TIME DUE:	<u>2:00 PM</u>
SUBMITTED BY:	<u>Henry Schein Inc.</u>
(Name of Company)	
<u>EMSbids@henryschein.com</u>	<u>800-845-3550</u>
e-mail address	Telephone
Deliver to:	
City of North Port	
Finance Department - Purchasing Division	
GEOFF THOMAS, Contract Administrator II	
4970 City Hall, 3 RD Floor, Suite 337	
North Port, Florida 34286	
RFB NO. 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS	

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 1:

EXCEL TABULATION

SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. **DO NOT RECREATE FORM**. All blank spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the blocks. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Attachment A Bid Schedule for RFB 2025-37

Description	Manufacturer	Part UPC	UOM	Bid Price	Substitute/Equivalent
Adenocard (Adenosine) 12mg, 3mg/ml, 4ml			vial	\$8.13	1454668, sold 10/bx \$81.30
Adenocard (Adenosine) 6mg, 3mg/ml, 2ml			vial	\$4.78	1486629, sold 10/pkg \$47.80
Airway, endotracheal, 2.5mm, uncuffed	Rusch	150025	Ea	\$1.78	4994854, MedSource MS-23325
Airway, endotracheal, 3.0mm, uncuffed	Rusch	150030	Ea	\$1.78	4994856, MedSource MS-23330
Airway, endotracheal, 3.5mm, uncuffed	Rusch	150035	Ea	\$1.78	4996132, MedSource MS-23335
Airway, endotracheal, 4.0mm, uncuffed	Rusch	150040	Ea	\$1.78	4998532, MedSource MS-23340
Airway, endotracheal, 4.5mm, uncuffed	Rusch	150045	Ea	\$1.78	4996565, MedSource MS-23345
Airway, endotracheal, 5.0mm, uncuffed	Rusch	150050	Ea	\$1.78	4995733, MedSource MS-23450
Airway, endotracheal, 5.5mm, cuffed	Rusch	170065	Ea	\$2.04	4999751, MedSource MS-23460
Airway, endotracheal, 6.0mm, cuffed	Rusch	170070	Ea	\$2.04	4994847, MedSource MS-23460
Airway, endotracheal, 7.0mm, cuffed	Rusch	170080	Ea	\$2.04	4994850, MedSource MS-23470
Airway, nasopharyngeal, 14fr	Rusch	123312	Ea	\$2.04	4999427, MedSource Ms-23480
Airway, nasopharyngeal, 14fr	Rusch	123314	Ea	\$2.29	1268723, Summed 1-5073-12, sold 10/pkg \$22.90
Airway, nasopharyngeal, 16fr	Rusch	123316	Ea	\$2.29	1268724, Summed 1-5073-14, sold 10/pkg \$22.90
Airway, nasopharyngeal, 16fr	Rusch	123318	Ea	\$2.29	1268712, Summed 1-5073-16, sold 10/pkg \$22.90
Airway, nasopharyngeal, 18fr	Rusch	123320	Ea	\$2.29	1268713, Summed 1-5073-18, sold 10/pkg \$22.90
Airway, nasopharyngeal, 20fr	Rusch	123322	Ea	\$2.29	1268714, Summed 1-5073-22, sold 10/pkg \$22.90
Airway, nasopharyngeal, 22fr	Rusch	123324	Ea	\$2.29	1268715, Summed 1-5073-24, sold 10/pkg \$22.90
Airway, nasopharyngeal, 24fr	Rusch	123326	Ea	\$2.29	1268717, Summed 1-5073-28, sold 10/pkg \$22.90
Airway, nasopharyngeal, 26fr	Rusch	123328	Ea	\$2.29	1268718, Summed 1-5073-30, sold 10/pkg \$22.90
Airway, nasopharyngeal, 28fr	Rusch	123330	Ea	\$2.29	1268719, Summed 1-5073-32, sold 10/pkg \$22.90
Airway, nasopharyngeal, 30fr	Rusch	123332	Ea	\$2.29	1268720, Summed 1-5073-34, sold 10/pkg \$22.90
Airway, nasopharyngeal, 32fr	Rusch	123334	Ea	\$2.29	1268721, Summed 1-5073-36, sold 10/pkg \$22.90
Airway, nasopharyngeal, 34fr	Rusch	123336	Ea	\$0.21	8570640
Airway, oropharyngeal, 36fr			Ea	\$0.21	8570650
Airway, oropharyngeal, 40mm			Ea	\$0.21	8570660
Airway, oropharyngeal, 50mm			Ea	\$0.21	8570670
Airway, oropharyngeal, 60mm			Ea	\$0.23	1412405, Dynarex 36304
Airway, oropharyngeal, 70mm			Ea	\$0.23	1412441, Dynarex 36308
Airway, oropharyngeal, 80mm			Ea	\$0.23	1412441, Dynarex 36308
Airway, oropharyngeal, 100mm			Ea	\$16.21	7006302
Airway, supraglottic, size 1	Intersurgical	8201000	Ea	\$16.21	7006303
Airway, supraglottic, size 1.5	Intersurgical	8215000	Ea	\$16.21	7006304
Airway, supraglottic, size 2	Intersurgical	8202000	Ea	\$29.45	7006293
Airway, supraglottic, size 3, Resus Pack	Intersurgical	8703030	Ea	\$29.45	7006294
Airway, supraglottic, size 4, Resus Pack	Intersurgical	8704030	Ea	\$29.45	7006292
Airway, supraglottic, size 5, Resus Pack	Intersurgical	8705030	Ea	\$29.45	7006292
Albuterol Sulfate 0.083% 2.5mg, 3ml, Individually Wrapped	Nephron Pharmaceuticals	0487-9501-01	Box/30	\$7.63	1481446, Ritedose 760204020030
Amiodarone 150mg, 50mg/ml, 3ml Vial			vial	\$1.09	1487584, sold 25/pkg \$27.25
Ammonia Towlette	Safetec	62022	Box	\$2.69	1422556, 10/bx
Asherman Chest Seal	Rusch	849100	Ea	\$10.34	8267198
Aspirin, Chewable, 81mg, 36 count			Bottle/36	\$0.85	1439689
Atropine Sulfate 1mg, 0.01mg/ml, 10ml			Ea	\$14.36	2580091, sold 10/bx \$143.60
Backboard, pediatric immobilizer, 48", w/case	Hospira	0409491134	Ea	\$112.35	7001311
Backboard, plastic	Iron Duck	Ultra Vue 18, Blue, Without Pins	Ea	\$151.80	3874177
Bag, infectious waste, red, 1.25 ml, 16gal	Medegen	45-50	Ea	\$0.134	2612432, sold 250/cs \$33.50
Bandage, Ace, 4" x 5 1/2yds	Dynarex	3664	Ea	\$0.55	7178925, Dukal 504LF, sold 50/cs \$27.50
Bandage, adhesive (Band-aid), 3/4" x 3"	Dynarex	3611	Ea	\$0.0155	1126132, Henry Schein 1126132, sold 100/bx \$1.55
Bandage, stretch (Kling), non-sterile, 4" x 4'	Dynarex	3104	Ea	\$0.12	6813827, Dukal 8519, sold 96/cs \$11.52

Bandage, triangular, 40" x 40" x 56"	Dynarex	3680	Ea	\$0.39	4670483 ADI 23040
Bariatric Transfer Sheet			Ea	\$12.20	7001184
Battery, Laerdal Suction Unit	Laerdal	780800	Ea	\$147.84	7000017
Bed Pan	Medline Industries	DYNC8522	Ea	\$1.50	1036992, Medegen H100-01
Belt, Quick Release Gait	Posey	6528-QL	Ea	\$10.75	4650003
Bite stick	ADC	4010T	Ea	\$0.31	6675231, sold 10/pk \$3.10
Blanket, emergency, disposable, 60" x 90", yellow	Roehampton	690	Ea	\$2.20	8406879, Dukal 7303, sold 50/cs \$110
Blanket, emergency, space, survival, 52" x 84"	Dynarex	3537	Ea	\$0.57	9338389, Dukal 721
Blood glucose monitor	Arkray	530001	Ea	No Charge with strip purchase	Contact Rep
Blood glucose, lancet, 1.8mm, 21g	HTL-STREFA	7372	Ea	\$0.058	9007980, 21gx2.2mm, sold 100/bx \$5.80
Blood glucose, test strips	Arkray	530050	Ea	\$0.215	1279599, sold 50/bt \$10.75
BP cuff, nylon, adult	ADC	760-11ABK	Ea	\$6.51	7020308, Veridian 02-1081
BP cuff, nylon, child	ADC	760-9CBK	Ea	\$6.34	7020309, Veridian 02-1083
BP cuff, nylon, infant	ADC	760-7IBK	Ea	\$8.18	4992556, MedSource MS-BP400
BP cuff, nylon, thigh	ADC	760-13TBK	Ea	\$10.54	4995520, MedSource MS-BP500
Bulb syringe, sterile, 2oz, latex free	Busse	142	Ea	\$1.06	7884757
Burn sheet, 60" x 96"	GAM Industries	30-01	Ea	\$1.88	7021791, Dick Medical 91039BS
Calcium Chloride, 100mg/mL, 10mL Luer Jet Prefilled Syringe			Ea	\$17.65	1046889, sold 10/bx \$176.50
Capnography, FilterLine Set EtCO2 Airway Adapter	Curaplex	301-5107ET	Ea	\$5.27	7023092, MedSource MS-35770
Capnography, Smart CapnoLine Nasal Cannula, Pediatric	Curaplex	301-5807F-SE	Ea	\$5.15	7022683, MedSource MS-35601P
Capnography, Smart CapnoLine Plus Nasal Cannula, Adult	Curaplex	301-5707F-SE	Ea	\$5.05	7020459, MedSource MS-35601A
Case, glove, 4" x 3" Black	EMI	602	Ea	\$5.86	4992006
Cricothyrotomy Kit	Curaplex	36611	Ea	\$16.42	1191488, Motion Medical 1630, sold 10/cs \$164.20
Cricothyrotomy Kit, Ped	The Quick Fix, Inc	L010563-00	Ea	\$16.44	1191488 Motion Medical 1630, sold 10/cs \$164.40
Cold pack, regular, 6" x 9"	Microdots (Rapid Deployment)		Ea	\$1.55	4990572, sold 24/cs \$37.20
Collar, adjustable, adult	Ambu	000281000	Ea	\$4.53	9851122
Collar, adjustable, infant/pediatric	Ambu	000281106	Ea	\$4.53	9856604
BiTrac ED Mask with Standard Headgear, Adult Medium	Pulmonary	3137029	Ea	\$23.96	7022832
BiTrac ED Mask with Standard Headgear, Adult Large	Pulmonary	313-7030	Ea	\$24.20	7014522
CPAP(Bi Trac) O2 Max Guard, Medium Adult mask	Pulmonary	313-7556XN-1	Ea	\$61.46	7014487
Cyanokit 5g			Ea	\$1,330.67	1423286
Detergent/disinfectant, alcohol-free, 32oz Spray	Safetec (SaniZide Plus)	34810	Ea	\$5.46	4223691
Dextrose 10%, 250ml	Baxter	280162	Bag	\$3.19	5073334
Diltiazem (Cardizem) 25mg, 5mg/ml, 5ml			Vial	\$3.23	1404322, sold 10/bx \$32.30
Diphenhydramine (Benadryl) 50mg, 50mg/ml, 1ml			vial	\$0.99	3759452, sold 25/bx \$24.75
Dressing, 12" x 30", sterile	Dynarex	3532	Ea	\$0.83	7438027, Dukal 3050
Dressing, 2" x 2", non-sterile	Dynarex	3222	Ea	\$0.0045	1408400, Dukal 2085, sold 200/bg \$ 90
Dressing, 3" x 4", non-adhering, sterile (TELEA)	Covidien	1050	Ea	\$0.0573	1209890, Dukal 134, sold 100/bx \$5.73
Dressing, 4" x 4", sterile	Dynarex	3343	Ea	\$0.04	1408337, Dukal 6412, sold 2/pk 2.5pk/bx \$2.00
Dressing, 5" x 9", sterile	Covidien	7196D	Tray/36	\$4.1472	5701470, Henry Schein sold 25/bx \$2.88
Dressing, Venti-Gard, IV, adult	ComMed	705-4431	Box/100	\$20.00	7006261, Dynarex 4609
ECG Cable for LP15, 6-wire Preordial Leads	Physio-Control	11111-000022	Ea	\$204.96	4996886
ECG Cable for LP15, 4-wire Limb Leads	Physio-Control	11111-000018	Ea	\$508.52	4996888
ECG Cable, Quik-Combo Therapy for LP15	Physio-Control	11113-000004	Ea	\$317.66	4995490
ECG electrode, adult	Ambu	SP-00-S/50	Bag/50	\$11.65	1470859
ECG electrode, pediatric/ neonate, 3/pk	ComMed	1620-003	Ea	\$0.24	1475160, sold 3/pk \$ 72

ECG electrode/pacing/defib, adult	Physio-Control	11996-000017	Ea	\$19.45	1127163, Henry Schein 1127163
ECG electrode/pacing/defib, pediatric for LP15	Physio-Control	11996-000093	Ea	\$19.45	1127165, Henry Schein 1127165
ECG electrode/pacing/defib, pediatric for LP1000	Physio-Control	11101-000016	Ea	\$116.37	9856621
ECG paper for Lifepak, 3 channel, 100mm	Curaplex	2745-10108	Ea	\$2.81	7006155, Leonhard Lang 12394, sold 5/bx \$14.05
Emesis Bag	Curaplex	1071-10202	Pack	\$5.35	5701178, Henry Schein 5701178, 24/pk
Epinephrine 1:10,000 1mg, 0.1mg/ml, 10ml			Ea	\$16.42	1435799, sold 10/bx \$164.20
Epinephrine 1:1000 1mg, 0.1mg/ml, 1ml			Ampule	\$12.59	1289991, sold 10/pk \$125.90
ET Introducer, Bougie, Coude Tip, Adult	SumMed	9-0212-70	Ea	\$4.92	9327431, sold 10/pk \$49.20
ET Introducer, Bougie, Coude Tip, Pediatric	SumMed	9-0211-70	Ea	\$4.92	1106384, sold 10/bx \$49.20
ET Tube Holder, Thomas, Adult	Laerdal	600-10000	Ea	\$3.28	2202270
ET Tube Holder, Thomas, Pediatric	Laerdal	600-20000	Ea	\$3.28	4990708
Fitted Sheet(Stretcher)	Taylor Healthcare Products	92-EFORCE	Ea	\$1.59	7025073, sold 50/cs \$79.50
Forceps, Magill, adult			Ea	\$4.73	7001188
Forceps, Magill, child			Ea	\$4.73	7001190
Furosemide (Lasix) 100mg, 10mg/ml, 10ml			vial	\$2.01	1468465, sold 25/pk \$50.25
Glove, Nitrile, High Risk, Large	Ansell Healthcare LifeStar	LSE-104-L	Case	\$197.50	7002471
Glove, Nitrile, High Risk, Medium	Ansell Healthcare LifeStar	LSE-104-M	Case	\$197.50	7002470
Glove, Nitrile, High Risk, Small	Ansell Healthcare LifeStar	LSE-104-S	Case	\$197.50	7002469
Glove, Nitrile, High Risk, X-Large	Ansell Healthcare LifeStar	LSE-104-XL	Case	\$197.50	7002472
Glove, Nitrile, High Risk, XX-Large	Ansell Healthcare LifeStar	LSE-104-XXL	Case	\$197.50	7002473
Glove, Nitrile, High Risk, XXX-Large	Ansell Healthcare LifeStar	LSE-104-XXXL	Case	\$197.50	NEW
Glucagon, 1mg/ml			Kit	\$353.00	1249546
Hydromorphone (Dilaudid) 2mg, 2mg/ml, 1ml			vial	\$3.62	1487002, sold 25/pk \$90.50
Immobilizer device, plastic w/2 straps	Ambu	000264034	Ea	\$5.80	4998226, Ambu 000264036 is the correct # for 2 straps, sold 10/pk \$58.00
Interosseous Driver for BD-IO	Becton-Dickinson	D001001	Ea	\$625.00	7014538
Interosseous Needle, Adult, 25mm (Blue) w/Stabilizer and Extension Set	Becton-Dickinson	D01525INK	Ea	\$125.00	7020440
Interosseous Needle, Large Adult, 45mm (Yellow) w/Stabilizer and Extension Set	Becton-Dickinson	D01545INK	Ea	\$125.00	7020441
Interosseous Needle, Pediatric, 15mm (Pink) w/Stabilizer and Extension Set	Becton-Dickinson	D01515INK	Ea	\$125.00	7021652
Ipratropium Bromide 0.02%, 2.5ml, Individually Wrapped	Nephron Pharmaceuticals	0487-9801-01	Box/30	\$8.05	1418242, RiteDose 76204010030
Isolation Kits	Morrison Medical	6300	Ea	\$3.65	7024341, Motion 1833, sold 25/cs \$91.25
SELEC-3, 3-in-1 IV Administration Set, 10/15/60 Drop	Biomedix	B30-102	Ea	\$5.85	4997071, sold 48/cs \$280.80
IV, 3-Way Stopcock w/Swivel Male Luer Lock	Smiths Medical	MXS311L	Ea	\$0.65	1190412, B Braun 456003
IV, admin set, needleless, 10 drop, 83"			Ea	\$1.15	7000469

IV, admin set, needleless, 15 drop, 2 sites, 86"	BBraun	US1150	Ea	\$1.26	4998462, MedSource MS-83115
IV, admin set, needleless, 60 drop, 2 sites, 86"	BBraun	352379A	Ea	\$1.26	4998463, MedSource MS-83160
IV, armboard, padded, disposable, 3" x 9"			Ea	\$0.95	8409649
IV, catheter, w/blood control, 14g x 1-1/4"	Curaplex	1613-86214	Ea	\$1.37	7023891, MedSource MS-86214, sold 50/bx \$68.50
IV, catheter, w/blood control, 14g x 1-1/4"	Curaplex	1613-86216	Ea	\$1.37	7021804, MedSource MS-86216, sold 50/bx \$68.50
IV, catheter, w/blood control, 16g x 1-1/4"	Curaplex	1613-86218	Ea	\$1.37	7021803, MedSource MS-86218, sold 50/bx \$68.50
IV, catheter, w/blood control, 18g x 1-1/4"	Curaplex	1613-86220	Ea	\$1.37	7021801, MedSource MS-86220, sold 50/bx \$68.50
IV, catheter, w/blood control, 20g x 1"	Curaplex	1613-86222	Ea	\$1.37	7021800, MedSource MS-86222, sold 50/bx \$68.50
IV, catheter, w/blood control, 22g x 1"	Curaplex	1613-86224	Ea	\$1.37	7021799, MedSource MS-86224, sold 50/bx \$68.50
IV, catheter, w/blood control, 24g x 5/8"	Curaplex	1613-86224	Ea	\$2.43	3382276, sold 100/cs \$243.00
IV, Extension Set w/Connector, 6.5"	BBraun	473444	Ea	\$7.50	1229815, Ethox 9501494310, sold 5/bx \$37.50
IV, pressure infuser, w/gauge, disp, 1000ml	Vital Signs	IN900012	Ea	\$0.3483	9878945, sold 100/bx \$34.83
IV, vial access cannula (Blue)	Becton-Dickinson	303367	Ea	\$61.10	4992551, MedSource MS-ED2253
Kedrick Extrication Device, w/straps, bag, 500lb	Ferno-Washington	IE1250	Ea	\$1.70	1488056, sold 10/pk \$17.00
Lidocaine, 2%, 2ml Vial			Ea	\$1.074	528272329
Laerdal Suction Unit, 1200ml	Laerdal	78002001	Ea	\$7.72	4997826, MedSource MS-46011
Laryngoscope, blade, stainless, Macintosh #1	Rusch	008601100	Ea	\$7.72	4997171, MedSource MS-46012
Laryngoscope, blade, stainless, Macintosh #2	Rusch	008602200	Ea	\$7.72	4995073, MedSource MS-46013
Laryngoscope, blade, stainless, Macintosh #3	Rusch	008603300	Ea	\$7.72	4997732, MedSource MS-46014
Laryngoscope, blade, stainless, Macintosh #4	Rusch	008604400	Ea	\$7.72	4999428, MedSource MS-46020
Laryngoscope, blade, stainless, Miller #0	Rusch	008615050	Ea	\$7.72	4995539, MedSource MS-46021
Laryngoscope, blade, stainless, Miller #1	Rusch	008616100	Ea	\$7.72	4999074, MedSource MS-46022
Laryngoscope, blade, stainless, Miller #2	Rusch	008618300	Ea	\$7.72	4998286, MedSource MS-46023
Laryngoscope, blade, stainless, Miller #3	Rusch	008619400	Ea	\$7.72	4995074, MedSource MS-46024
Laryngoscope, blade, stainless, Miller #4	Rusch	008621000	Ea	\$9.75	1135098, MedSource MS-46000
Laryngoscope, handle, chrome, medium/standard	Rusch	008620100	Ea	\$9.75	1135099, MedSource MS-46001
Laryngoscope, handle, chrome, small/penlight	Rusch	008628300	Ea	\$1.86	5641521, Marco 5334, sold 5/pk \$9.30
Laryngoscope, replacement bulb, large	Rusch	008629100	Ea	\$1.86	5644853, Marco 5335, sold 5/pk \$9.30
Laryngoscope, replacement bulb, small	Rusch	008629100	Ea	\$0.041	6814041, sold 144/bx \$5.90
Lubricant, Water Soluable, 2.7gm	PDI	T00137	Ea	\$0.26	1532880, sold 40/bx \$10.40
Mask, Surgical w/o faceshield	Kimberly-Clark	471107	Ea	\$12.27	3820015, sold 25/pk \$306.75
Methylprednisone Sod. Suc. (Solu-Medrol) 125 mg, 2			vial	\$1.47	1277882, sold 10/bx \$14.70
Midazolam (Versed) 5mg/ml 1ml			vial	\$7.12	4209994
Mucosal Atomizer Device	Curaplex	2170-20300	Ea	\$14.53	1465725, sold 10/bx \$145.30
Naloxone (Narcan), 2mg, 1mg/ml, 2ml			Ea	No Bid	
Nebulizer to BVM Adapter Kit	Curaplex	30059	Ea	No Bid	
Needle, Filter, Blunt, 18g x 1 1/2" (Red)	Becton-Dickinson	305211	Ea	\$0.2636	1127098, Henry Schein 112-7098, sold 100/bx \$26.36
Needle, Safety 23g x 1"	Covidien	8881850310	Ea	\$0.1942	5702701, Henry Schein 570-2701, sold 100/bx \$19.42
NIBP cuff for LP15, adult	Physio-Control	11160-000015	Ea	\$41.75	7002006
NIBP cuff for LP15, child	Physio-Control	11160-000013	Ea	\$33.40	7002003
NIBP cuff for LP15, large adult	Physio-Control	11160-000017	Ea	\$46.55	7002008
NIBP tubing, Coiled, 2-9 feet	Physio-Control	21300-008148	Ea	\$124.46	7002017
Nitroglycerin 0.4mg, 100 count, tablets			Bottle/100	\$103.72	1462066
O2 connector, nipple/nut (xmas tree), emerald green			Ea	\$0.41	4999053
O2 cylinder, "D" tank, aluminum, w/toggle			Ea	\$79.20	1022425
O2 cylinder, Jumbo "D" tank, aluminum, w/toggle			Ea	\$131.65	8651749
O2 cylinder, replacement toggle handle with pin			Ea	No Bid	
O2 flowmeter, click-style, 0-25LPM	Precision Medical	7MFA1105TC	Ea	No Bid	
O2 flowmeter, tube, 1-15 lpm with Ohio male Q.D.	Precision Medical	1MFA	Ea	\$49.53	4238515, Precision 1MFA1005

O2 mask, partial non-rebreather, infant	Teleflex	RSH396218	Ea	\$1.41	4998044, MedSource MS-25055-U
O2 mask, partial non-rebreather, pediatric	Teleflex	1058	Ea	\$1.40	4996154, MedSource MS-25058
O2 mask, total non-rebreather, adult	Teleflex	1060	Ea	\$0.91	4996737, MedSource MS-25060
O2 nebulizer, w/tubing, mouthpc, tee, 5" flex tube (Micro Mist Neb)	Medline Industries	HUHRHS883U	Ea	\$0.97	4999867, MedSource MS-22883
O2 regulator, brass, 0-25 lpm, with gauge, hose barb outlet	Allied Healthcare Products	L370-220-R	Ea	\$344.00	4990456
O2 regulator, fixed flow with gauge, 2 check valves	Life Support Products	L106-260	Ea	\$267.85	4990448
O2 regulator, CGA870, 0 to 25 LPM, 1 Barb Outlet, 2 DISS Outlets, brass	Curaplex	14288	Ea	\$63.50	1164408, MedSource MS-010R25
OB kit	Dynarex	4902	Ea	\$4.88	7026022, DMS 01120B-NT, sold 10/cs \$48.80
Ondansetron (Zofran) 4mg, 2mg/ml, 2ml			vial	\$0.48	1259100, sold 25/bx \$12.00
ondansetron(Zofran)Tablets 4MG			Pack	\$1.77	1436588, 30/bx
Pad, prep, alcohol, 1 ply, large 200/box	Covidien	5033	Box	\$2.80	5701307, Henry Schein HS1027
Penlight, disposable, w/pupil gauge			Ea	\$0.77	9004970, sold 6/pk \$4.62
Pet Oxygen Mask Kit			Ea	No Bid	
Pillow, disposable, 18" x 24"	Medline Industries	1824-15	Ea	\$8.40	7005898, Allcare PL300, 17.5x20, sold 10/cs \$84.00
Pneumothorax Spear, Turkel	North American Rescue Products	10-0051	Ea	\$27.45	7003836
Razor, prep, weighted	Medline Industries	DYND70837	Ea	\$0.367	1113336, sold 100/cs \$36.70
Respirator, N95, Duckbill, Universal	Kimberly-Clark	PFR95	Ea	\$0.935	1408302, 3M 1870+, sold 20/bx \$18.70
Respirator, N95, Molded, Large	Innovel	1513-N95	Ea	No Bid	
Respirator, N95, Molded, Medium	Innovel	1512-N95	Ea	No Bid	
Respirator, N95, Molded, Small	Innovel	1511-N95	Ea	No Bid	
Resuscitator, adult	Ambu	520211000	Ea	\$8.99	4999390
Resuscitator, infant	Ambu	540212000	Ea	\$10.54	4999928
Resuscitator, pediatric	Ambu	530213000	Ea	\$10.54	4996431
Ring Cutter			Ea	\$5.25	3782372
Rocuronium (Zemuron) 50mg, 10mg/ml, 5ml			vial	\$2.05	1468165, sold 10/pk \$20.50
Scissors, Trauma, 7 1/4"	North American Rescue Products	ZZ-0063	Ea	\$7.46	7000471
Scoop Stretcher w/ straps	Ferno-Washington	00065EXL	Ea	\$1,216.18	1042905
Sensor Extension Cable, Masimo Rainbow, 3' - Please quote both type of cables	Masimo	11171-000037 (2406)/11996-000510 (4072)	Ea	127.90/184.20	1186479/1381324
Sensor, Masimo Rainbow, Adhesive, Neo-L - Please quote both type of cables	Masimo	11996-000341 (2219)/11996-000518 (4037)	Ea	635.29/571.67	7001767/7024108
Sensor, Masimo Rainbow, Reusable, Adult - Please quote both type of cables	Masimo	11171-000049 (2696)/11996-000519 (4067)	Ea	529.40/482.55	7001273/1470463
Sensor, Masimo SpO2, Adhesive, Neonate-L - Please quote both type of cables	Masimo	11171-000042 (2514)/11171-000063 (4003)	Ea	309.53/302.85	1217434/1269622
Sensor, Masimo SpO2, Reusable, Adult - Please quote both type of cables	Masimo	11171-000046 (2501)/11996-000508 (4052)	Ea	152.09/158.80	4998777/7022970
Sharps container, 1qt plastic red	Covidien	8900SA	Ea	\$2.17	6666828
Sharps container, 8qt clear-lid	Becton-Dickinson	305344	Ea	\$6.89	9870261

Sodium Bicarbonate 8.4% 50ml				Ea	\$7.88	1426582, vial, sold 25/bx \$197.00
Sodium Chloride, 0.9%, 1000ml Bag				Bag	\$3.53	1477606
Sodium Chloride, 0.9%, 10ml Flush				BX	\$8.72	1457347, 30/bx
Sodium Chloride, 0.9%, 250ml Bag				Bag	\$3.33	5078002
Sodium Chloride, 0.9%, 100ml Bag				Bag	\$2.64	1530110
SAM Pelvic Sling				Ea	\$62.97	4998847
SAM Medical Products						PS301-OB-EN
Splint, SAM, 4 1/2" x 36", orange/blue				Ea	\$3.00	7006163
Splint, traction, adult				Ea	\$187.95	8551485, Faretec 1126514
Splint, traction, pediatric				Ea	\$184.99	8550662, Faretec 1126512
Stethoscope, adult, black				Ea	\$34.27	1450508
Stethoscope, pediatric, pink				Ea	\$38.15	6086780
Strap, 2 pc, 5', loop end, Plastic Side Release, Polypropylene, White				Ea	\$1.73	7004956
Strap, 2 pc, 5', loop end, Plastic Side Release, Polypropylene, Red				Ea	\$1.73	7004955
Strap, 2 pc, 5', loop end, Plastic Side Release, Polypropylene, Yellow				Ea	\$1.73	7004957
Strap, 2 pc, 5', loop end, Plastic Side Release, Polypropylene, Green				Ea	\$1.73	7004951
Strap, KED chin and forehead				Ea	\$46.00	7002446
Strap, padded, thick foam, double strap limb holder				Ea	\$3.55	7004728, DMS 501110
Succinylcholine (Quelicin) 200mg, 20mg/ml, 10ml				Vial	\$3.39	1438149, sold 25/bx \$84.75
Suction catheter, 06fr, whistle tip w/control				Ea	\$0.28	4997346, MedSource MS-SC06
Suction catheter, 08fr, whistle tip w/control				Ea	\$0.28	4995810, MedSource MS-SC08
Suction catheter, 10fr, whistle tip w/control				Ea	\$0.28	4995084, MedSource MS-SC10
Suction catheter, 12fr, whistle tip w/control				Ea	\$0.28	4995327, MedSource MS-SC12
Suction catheter, 14fr, whistle tip w/control				Ea	\$0.28	4995085, MedSource MS-SC14
Suction catheter, 16fr, whistle tip w/control				Ea	\$0.28	4995086, MedSource MS-SC16
Suction catheter, 18fr, whistle tip w/control				Ea	\$0.28	4995930, MedSource MS-SC18
Suction Kit w/SSCOR DuCanto Catheter				Ea	\$6.67	7024850
Suction unit, replacement cannister w/ lid, 1200cc				Ea	\$3.16	1169264
Suction, nasogastric, salem sump, 06fr				Ea	\$9.62	1044304, sold 10/cs \$96.2
Suction, nasogastric, salem sump, 10fr				Ea	\$2.69	1332061
Suction, nasogastric, salem sump, 12fr				Ea	\$2.69	8900566
Suction, nasogastric, salem sump, 14fr				Ea	\$2.69	8900565
Suction, nasogastric, salem sump, 18fr				Ea	\$2.69	8900568
Syringe and Needle, 1cc, L1, 25g x 5/8"				Ea	\$0.48	9879194, sold 50/bx \$24.00
Syringe, Catheter tip, 60cc				Ea	\$0.38	1135195, sold 50/cs \$19.00
Syringe, Luer-Lok tip, 05cc				Ea	\$0.0912	7005971, Dynarex 6989, sold 100/bx \$9.12
Syringe, Luer-Lok tip, 10cc				Ea	\$0.13	7005969, Dynarex 6990, sold 100/bx \$12.85
Syringe, Luer-Lok tip, 20cc				Ea	\$0.23	7005973, Dynarex 6991, sold 50/bx \$11.50
Syringe, Luer-Lok tip, 1"				Ea	\$0.68	4990655, Dynarex 3562, sold 12/bx \$8.16
Tape, cloth/silk, 1"				Ea	\$0.63	1467093, Dukal T110, sold 12/bx \$7.56
Tape, plastic, 1"				Ea	\$152.63	1214033
Test Load				Ea	\$328.45	2033856
Thermometer				Ea	\$0.95	5660460, sold 250/bx \$9.50
Thermometer Probe Covers for SureTemp				Box/25	\$101.69	4593636
Thermometer Probe, Oral				Ea	\$101.69	4593636
Thermometer Probe, Rectal				Ea	\$101.69	7418045

Tourniquet, Combat Application	North American Rescue Products	30-0023	Ea	\$23.85	4997780
Tourniquet, latex free, 1" x 18" x 0.025", flat	Dynarex	3139	Ea	\$0.07	1335390, MedSource MS-17301, sold 250/pk \$17.5
Tranexamic Acid, 100mg/mL, 10mL Vial			Vial	\$2.77	1483203, sold 10/bx \$27.70
Triage tag, bar coded, Florida SERT	Disaster Management Systems	DMS-05006F	Ea	\$1.47	4991553, sold 50/pk \$73.50
Tyvek, Bootie	Dupont	FC4545GY00010000	Ea	No Bid	
Tyvek, Sleeve	Dupont	TY5005WH00020000	Ea	No Bid	
Urinal, plastic, male, w/cover, 1 quart	Medline Industries	DYND80234	Ea	\$0.68	1004606, Medegen H140-01
Wash basin, plastic, 8 quart, mauve	Medline Industries	DYND80347	Ea	\$1.01	1039761, Medegen H360-10, 6qt
Sodium Chloride for Irrigation, Sterile, USP 250ml Bottle			Ea	\$1.74	1249384, sold 24/cs \$41.76
Wipe, Germicidal Disposable Cloth, Bleach	PDI	P54072	Ea	\$0.093	6020021, sold 75/cn \$6.98

IF A LINE ITEM IN THE BID SCHEDULE IS NOT BEING BID OR NO PRICING IS PROVIDED IN THE EXCEL SPREADSHEET, PLEASE INSERT "NO BID" FOR THE LINE ITEM

COMPANY NAME: Henry Schein, Inc.
 SIGNED (PERSON AUTHORIZED TO BIND THE COMPANY-HARD COPY): *Julie St. Mary*
 NAME AND POSITION OF AUTHORIZED SIGNATOR ABOVE (PRINTED): *Supervisor of EMS*

ATTACHMENT 2:

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000

- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$500,000
- Bodily Injury (per person) \$500,000
- Bodily Injury (per accident) \$500,000
- Property Damage (per accident) \$500,000

- a. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- b. Policy shall contain a waiver of subrogation against the City of North Port.

3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$500,000.00
- a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that

arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase

the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Mia Strange TITLE Supervisor EMS
AUTHORIZED SIGNATURE DATE Julie Adney DATE 6/10/2025

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: Henry Schein Inc.
Business Address: 135 Duryea Rd
City/State/Zip Code: Melville, NY 11747
Bidder/Company Telephone Number: 800-845-3550
E-mail Address: EMSBids@henryschein.com
Contractor License #: _____
FEID #: 11-3136595

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL: _____

See attached price pages
for line item pricing

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **one hundred-twenty (120) DAYS** from the date of the official bid opening.

Date: 6/10/2025

Signed (Person authorized to bind the company): Julia Strange

Name (printed): Julia Strange Title: Supervisor EMS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 4:
STATEMENT OF ORGANIZATION**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name Henry Schein Inc
 800-845-3550 EMSBids@henryschein.com 800-533-4793
 Telephone # E-Mail Fax #
135 Duryea Rd

Main Office Address NY 11747
Melville

City State Zip Code

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address

City State Zip Code

Telephone # E-mail Fax #

Name & Title of Firm Representative 11-3136595

Federal Identification Number: _____

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation, New York
 In what state was it created: _____
 Name as spelled in that State: Henry Schein Inc

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: F940000586

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Stanley M Bergman Secretary: Jennifer Ferrero
Vice President: Jeff Klingler Treasurer: Michael Amadio
Director: Dan O'Connell Director: Eric Kearns
Other: _____ Other: _____

Name of Corporation (As used in Florida):

Henry Schein, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

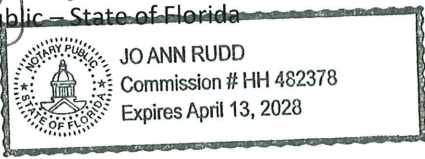
Post Office Box: _____
City, State Zip: _____
Street Address: 135 Dunya Rd
City, State, Zip: Melville, NY 11747

STATE OF FLORIDA

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of June 2025, by Julia Strange.

Jo Ann Rudd
Notary Public - State of Florida



Personally Known OR Produced Identification _____
Type of Identification Produced _____

Date: 6/10/2025

Signed (Person authorized to bind the company): Julia Strange

Name (printed): Julia Strange Title: Supervisor EMS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 5

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1	Dated	5/20/2025	Addendum No.		Dated	
Addendum No.	2	Dated	5/30/2025	Addendum No.		Dated	
Addendum No.	3	Dated	5/30/2025	Addendum No.		Dated	
Addendum No.	4	Dated	6/3/2025	Addendum No.		Dated	

Date: 6/10/2025

Signed (Person authorized to bind the company): Julia Strange

Name (printed): Julia Strange Title: Supervisor EMS

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ATTACHMENT 7:

QUALIFICATIONS AND REFERENCES

Vendor shall submit a minimum of two (2) recent (within the past five (5) years) references of projects of similar size and scope involving chemical deliveries and product consistency.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 6/10/2025

Signed (Person authorized to bind the company): Juha Arroyo

Name (printed): Jillia Strange Title: Supervisor EMS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 6/10/2025

Signed (Person authorized to bind the company): Julia Strange

Name (printed): Julia Strange Title: Supervisor EMS

SEE ATTACHED

THIS PAGE MUST BE COMPLETED AND SUBMITTED



REFERENCES

Account Name	Contact	Address	City, State, Zip Code	Email	Phone
Acadian Ambulance	Jennifer L Hollier, Purchasing Coordinator	300 Hopkins Street	Lafayette, LA 70501	Jennifer.Hollier@acadian.com	337-291-2237
Advanced Medical Transport	Danny Phelan, Supply Coordinator	1718 N. Sterling Ave.	Peoria, IL 61604	dphehan@amctci.org	800-457-1143
Albuquerque Fire Rescue	Matthew Carpenter, Lieutenant EMS/ Pharmacy Coordinator	1801 4th St NW, Bldg D	Albuquerque, NM 87102	mcarpentier@cabq.gov	505-934-1377
Anvada Fire Protection District	Robert Putfark, EMS & Training Captain	7903 Allison Way	Anvada CO 80005	Robert.putfark@anvadafire.com	303-228-3618
Aurora Fire Dept.	DC Kris Tappendorf	75 N. Broadway	Aurora, IL 60505	tappendorfk@aurora.il.us	630-256-4022
Broward County	Bruce Angier, Division Chief	2308B SW 42 nd ST	Dania Beach, FL 33312	bruce_angier@sheriff.org	954-625-2971
City of Brookfield Fire Dept.	Dave Mason, Asst. Chief	2100 N. Calhoun Rd.	Brookfield, WI 53005	mason@ci.brookfield.wi.us	262-787-3703
City of Henderson Fire	Spencer Ketsaa, Fire Logistics	401 Parkson Road	Henderson, NV 89011	Spencer.ketsaa@cityofhenderson.com	702-267-2288
City of Las Vegas Fire	Dan Dixon, Director of Purchasing	495 S. Main Street	Las Vegas, NV 89101	ddixon@lasvegasnevada.gov	702-229-6173
Cy Fair FD	Richard Kern	9630 Telge Road	Houston, TX 77095	richard.kern@cyfairfd.org	281-550-6663
Escambia County Public Safety	Cooper Saunders, Logistics Supervisor	6575 North W Street	Pensacola, Florida 32505	cooper_saunders@mvescambia.com	850-471-6544
City of Green Acres Fire Rescue	Brian Fuller, Chief	2995 Jog Road	Greenacres, FL 34467	Bfuller@greenacresfl.gov	561-642-2030
Harris County Emergency Corps	Cooper Lumsden	2800 Alldine Bender Road Suite A	Houston, TX 77032	clumsden@hcec.com	281-449-3131
Idaho Falls Fire Department	Eric Day, EMS Division Chief	343 E Street	Idaho Falls, ID 83402	eday@idahofallsidaho.gov	208-612-8173
MEMS	Louis Moore	1121 W 7th St	Little Rock, AR 72201	lmoore@metroems.org	C: 501-912-8720
Onslow County	Christina Summers	234 Northwest Corridor Blvd	Jacksonville, NC 28540	Christina_summers@onslowcountync.gov	910-455-1750
Orlando Fire Dept.	Christopher Jackson, Logistics Manager	911 S. Westmoreland Avenue	Orlando, FL 32805	Christopher.jackson@cityoforlando.net	407-246-3602
Osage Co EMS	Josh Krull	119 Hwy 89 S	Linn, MO 65051	osageadmin@scket.net	C: 573-897-0044
Pafford EMS	Brian Faulk	1300 Commerce	Ruston, LA 71270	bfaulk@paffordems.com	C: 318-548-7030
Salt Lake City Fire Dept.	Kirk Brush, Medical Captain	475 S. 300 E.	Salt Lake City, Utah 84111	Kirk.brush@slcgov.com	801-389-8406
Washington County EMS	Amy Klussman	1875 Highway 290 W	Brenham, TX 77833	aklussmann@wacounty.com	979-277-6267
Austin Travis County EMS	Bill Alderete	4201 Ed Bluestein Blvd	Austin, TX 78721	william.alderete@austintx.us	512-978-0485
Sacred Heart	Joe Torres	2901 N. Cameron St	Victoria, TX 77901	joet361760@hotmail.com	361-935-1547
Pistoresi Amb Serv Inc	Ted Pistoresi - Owner	113 N R St	Madera CA 93637	ted@pistoresiambulance.com	559-673-8004
REMSA - Regional Emergency Medical	Jake Duffy - Procurement	450 Edison Way	Reno NV 89502	tduffy@remsa-cf.com	775-357-4733
Berkeley County Emergency Ambulance Authority	Bill Sions	85 Sue Ct	Martinsburg, WV 25405	wsions@bceaa.com	304-616-7083

ATTACHMENT 8:

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

Julia Strange who, being first duly sworn, deposes and says that:

1. Affiant is the Supervisor EMS [insert Owner, Partner, Officer, Representative or Agent] of Henry Schein, Inc., [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on June 10, 2025.

Julia Strange
Signature

Julia Strange
Printed Name

Supervisor EMS
Title

SWORN ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of June 2025, by Julia Strange

Jo Ann Rudd
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



This page must be completed and submitted

**ATTACHMENT 9:
CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member _____

None of the Above


PART II: Will you request an advisory board member waiver?

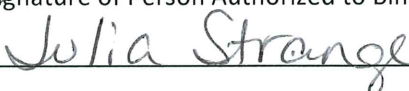
I WILL request an advisory board member waiver under §112.313(12)

I WILL NOT request an advisory board member waiver under §112.313(12)

N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.



Signature of Person Authorized to Bind the Contractor


Printed Name

Supervisor EMS

Title

6/10/2025

Date

This page must be completed and submitted

**ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent
Henry Schein Inc.

Located at: 135 Duryea Rd

City: Melville State: NY Zip Code: 11747, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: *Julia Strange* Date: 6/10/2025

Telephone #: 800-845-3550 Fax #: 800-533-4793

Federal ID #: 11-3136595 E-mail: EMSBids@henryschein.com

State of Florida

County of Volusia

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this
10 day of June 2025, by Julia Strange

Jo Ann Rudd
Notary Public – State of _____



Personally Known OR Produced Identification _____

Type of Identification Produced _____

Date: 6/10/2025

Signed (Person authorized to bind the company): *Julia Strange*

Name (printed): Julia Strange Title: Supervisor EMS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 11:

DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.


Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



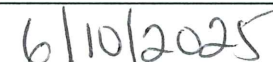
Signature



Printed Name



Title _____

Date 

THIS PAGE MUST BE COMPLETED AND SUBMITTED

N/A

ATTACHMENT 12:
AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is:

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 2025, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a Local Business Status.

AFFIDAVIT

Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____ 2025, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

ATTACHMENT 13:

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: Henry Schein Inc
Authorized Representative Name and Title: Julia Strange
Address: 135 Duryea Rd City: Melville State: NY ZIP: 11747
Phone Number: 800-845-3550 Email Address: EMSBids@henryschein.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

Julia Strange
Signature of Contractor's Authorized Representative
Julia Strange
Name
Supervisor EMS
Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF Florida

COUNTY OF Volusia

This 10 day June of 2025 Julia Strange being first duly sworn, deposes and says that he or she is the authorized representative of Henry Schein, Inc. (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 10 day of June, 2025.

By: Julia Strange
Julia Strange
(Printed Name)
Supervisor EMS
(Title)

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of June 2025, by Julia Strange

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Notary Public - State of FLORIDA
JO ANN RUDD
Commission # HH 482378
Expires April 13, 2028

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 15:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: Henry Schein Inc (Vendor's Company Name)

Certified By: Julia Strange
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Julia Strange

Date Certified: 6/10/2025

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 16:
AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN
LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

HENRY SCHEIN, INC
[name of legal entity, in bold ALLCAPS]

Julia Strange
[signature]

Julia Strange, Supervisor EMS
[name and title]

6/10/2025
[date]

Effective 7/1/2024

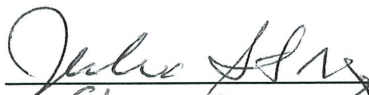
**ATTACHMENT 17:
Anti-Human Trafficking Affidavit**

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of Henry Schein, Inc. ("Entity"), verifies the following:

- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: 
Printed Name: Julia Strange

Date: 6/10/2025
Title: Supervisor EMS

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of June, 2025, by Julia Strange, as Supervisor EM of Henry Schein, Inc. the Entity, and is personally known to me or produced identification. Type of Identification produced _____.

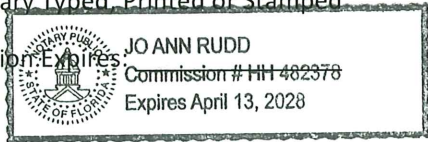
JoAnn Rudd

Signature of Notary Public

Julia Strange

Name of Notary Typed, Printed or Stamped

My Commission Expires





City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



MAY 20, 2025
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS

DUE DATE: BID OPENING: JUNE 12, 2025, AT 2:00 PM

City Hall, Room 337A (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 337A shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strike throughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

1Q: Can the city provide any past usage, or estimated usage quantity for the requested meds and supplies

1A: Please see in addendum one RFB 2025-37 Estimated Quantity Usage document.

2Q: Are there any alternative forms for ordering?

2A: It is the department's preference and primary means to use online ordering, however, this does not exclude a vendor from submitting. When online ordering is unavailable there are other acceptable ways of placing orders, such as email or telephone to the vendor.

3Q: Does the prospective bidder have to adhere to the insurance requirements in the solicitation?

3A: Yes. The City will not modify or change the insurance requirements in the solicitation.

4Q: Please provide the previous bid tabulation.

4A: Please see bid tabulation included in Addendum One.

5Q: Will you accept DocuSign as form of signature?

5A: No.

6Q: Will the bid be accepted by email?

6A: No. Please see solicitation for submittal requirements.

7Q: What is the term of the contract?

7A: Please see solicitation for term language.

8Q: When are price adjustments authorized?

8A: Please see solicitation for price adjustment language.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Geoff Thomas,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@northportfl.gov

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



MAY 30, 2025
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS

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QUESTIONS/ANSWERS:

1Q: How often are gloves ordered and what is an approximate case order?

1A: Gloves are ordered on an as needed basis, usually weekly. The last order placed was last week for four cases.

2Q: Will the City allow the vendor to include clarifications or exceptions as part of its bid submission?

2A: No.

3Q: If there are insurance requirements that the Vendor may not be able to agree to will the City Consider exceptions to insurance terms and conditions?

3A: No.

4Q: Can you provide the previous award tabulation with winning vendors and individual price items.

4A: Please see Addendum One for previous bid tabulation. Attached to addendum two is the Notice of intent to award. Also, please see Demandstar for the pricing for the following vendors:

2021-46 Bay Promo, LLC Pricing Addendum Two
2021-46 Bound Tree Medical Pricing Addendum Two
2021-46 Henry Schein Pricing Addendum Two
2021-46 Kentron Health Care Pricing Addendum Two
2021-46 Life Assist Pricing Addendum Two

2021-46 Quadmed Pricing Addendum Two

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Geoff Thomas,
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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



City of North Port
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AUGUST 23, 2021

**NOTICE OF INTENT TO AWARD
RFB NO. 2021-46 REVISED**

EMS SUPPLIES, EQUIPMENT, PHARMACEUTICALS, AND SUPPLY DELIVERY

After reviewing bids, staff recommends City Commissioners take the following action for the above-mentioned bid: Award to **Bound Tree Medical LLC., Henry Schein, Nashville Medical & EMS Products, Inc., Quadmed** as the lowest responsive, responsible bidders meeting the specifications of the City of North Port.

Failure to file a protest of this bid in accordance with Chapter 2, Article VIII, Section 2-409 of the City of North Port Code of Ordinances shall constitute a waiver of the right to protest.

****Intent to protest must be declared in writing within 24 hours of this notice. ****

Sincerely,

Geoff Thomas

Geoff Thomas,
Contract Administrator I

Cc: Bid File
Heather Taylor, CMC, City Clerk



City of North Port
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MAY 20, 2025
 ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS

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CLARIFICATIONS/ANSWERS:

1C: The following language has a strikethrough: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety ~~(90)~~ days after the opening of the bids.

On page 7 of RFB 2025-37 EMS Supplies, Equipment, and Pharmaceuticals, the bid guarantee is 120 days. Use the updated language with 120 days: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of one hundred and twenty (120) days after the opening of the bids.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

 Geoff Thomas,
 Contract Administrator II
 Finance Department/Purchasing Division
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 North Port, Florida 34286
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Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
 End of Addendum No.3



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JUNE 3, 2025
 ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2025-37 EMS SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS

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City Hall, Room 337A (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 337A shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strike throughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

CLARIFICATIONS/ANSWERS:

1Q: Can we provide exceptions for alternate pack size?

2A: Yes, this is acceptable.

2Q: Please clarify which product is required: an endotracheal (ET) tube or the LMA ProSeal Reusable Airway? Please specify whether it should be reusable or disposable?

2A: Utilize the endotracheal (ET) tube disposable.

Airway, endotracheal, 2.5mm, uncuffed	Answer: Utilize the Endotracheal Tube (ET) Tube, disposable.
Airway, endotracheal, 3.0mm, uncuffed	
Airway, endotracheal, 3.5mm, uncuffed	
Airway, endotracheal, 4.0mm, uncuffed	
Airway, endotracheal, 4.5mm, uncuffed	
Airway, endotracheal, 5.0mm, uncuffed	

3Q: Please clarify which type of product is required: Berman or Guedel?

3A: Utilize Berman.

Airway, oropharyngeal, 40mm	Answer: Please use BERMAN.
Airway, oropharyngeal, 50mm	
Airway, oropharyngeal, 60mm	
Airway, oropharyngeal, 70mm	
Airway, oropharyngeal, 80mm	
Airway, oropharyngeal, 100mm	

4Q: If there are insurance requirements that the Vendor may not be able to agree to will the City consider exceptions to insurance terms and conditions? Specifically, if a Bidder has customized insurance policies that does not allow third parties to be "named" as additional insureds and/or endorsements to the policy (and such is not necessary as policy customization functionally meets these requests), will the City accept being "included" as an additional insured for the contract resulting from this solicitation in lieu of being "named" with endorsements?

4A: The insurance requirements only require that the City of North Port be Included as an Additional Insured with respect to liability arising out of work or operations performed by or on behalf of the contractor. The insurance requirements do NOT require the City of North Port to be a Named Insured.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Geoff Thomas,
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Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4