



AGREEMENT FOR EMERGENCY MEDICAL SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and LIFE-ASSIST, INC., a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 94-2440500) ("Vendor").

RECITALS:

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

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

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

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

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

TERMS OF AGREEMENT:

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

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

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

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



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

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



- defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **MARCH 7, 2023** and continue through and including **MARCH 6, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes, pandemics, labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.



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



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

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

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The



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

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



- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and
 - D. Vendor possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.
 - E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or Vendors under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an City or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.



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



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

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

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

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



- of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety



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

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

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

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



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

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



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

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

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



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

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



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

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

If to Vendor:

Life-Assist, Inc.
 Attention: Chris Nelson
 11277 Sunrise Park Drive
 Rancho Cordova, CA 95742
 Phone: 800-824-6016
 E-mail: quotes@life-assist.com

If to City of Ocala:

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

Copy to:

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

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



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

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

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

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



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

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



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

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

IN WITNESS WHEREOF, the parties have executed this Agreement 3/29/2023.

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
F82709461C4E4E5...

DocuSigned by:
James P. Hilty, Sr.
0FD4FC329B0F4DF...

Angel B. Jacobs
City Clerk

James P. Hilty
City Council President

Approved as to form and legality:

LIFE-ASSIST, INC.

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

DocuSigned by:
Bryan Holliday
611DA955A6384EA...

William E. Sexton, Esq.
City Attorney

By: Bryan Holliday
(Printed Name)

Title: President/CEO
(Vice President or Higher)

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

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

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

DELIVERY

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

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

VENDOR RESPONSIBILITIES

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

SAFETY

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

PRICING

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

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

Exhibit B - PRICE PROPOSAL**CONTRACT# OFR/220860****Life-Assist, Inc.****ITB# OFR/220860 Emergency Medical Service Supplies**

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
1	12VDC battery for Laerdal suction unit	Each	\$119.89	OK886113	
2	4" x 4" Non-Sterile Gauze	(Bag/200)	\$3.77	BJ6114	
3	4" x 4" Sterile Gauze - Single packed	(Box/25)	\$1.75	BA1244	priced as requested, sold as box/100
4	ABD Pad	Bx/16	\$2.24	BA5590	priced as requested, sold as each/1 or box/25
5	Ace Wrap 2"	(Pack/10)	\$4.68	BE502	
6	Ace Wrap 3"	Each	\$0.56	BE503	
7	Ace Wrap 4"	(Pack/10)	\$7.43	BE504	
8	Actidose 50 MG, 240 ML	(Case/12)	\$27.44	MD60	
9	Adaptic 3" x 3"	(Box/50)	\$22.59	BA6112	substitution
10	Adenocard 6 mg/2 ml Prefilled Syringe	(Box/10)	\$162.40	DR0301-67	
11	Albuterol .083% 2.5 mg/3 ml	(Box/30)	\$3.25	DR0200-30	
12	Alcohol Preps	(Box/200)	\$1.77	AL1007	
13	Ambubag Adult - AF 1000 Series Latex Free - 845211	(Box/10)	\$84.20	OM5011	priced as requested, sold as each/1 or case/12
14	Ambubag Infant - 540212000	(Case 16)	\$202.72	OM12000	priced as requested, sold as case/12
15	Ambubag Peds - AF 1000 Series Latex Free - 845221 Pediatric	(Each)	\$8.42	OM5021	
16	Amiodarone HCl 150 MG (50mg/ml) Single Dose Vile	(Pack/25)	\$20.74	DR9875-25	
17	Ammonia Inhalants .33 ml	(Box/10)	\$2.45	AM62	substitution
18	Arm Board 18"	(Each)	\$0.89	IV180D	
19	Arm Board 9"	(Each)	\$0.52	IV90D	
20	Arm Board Infant - 3" inch	(Each)	\$1.02	IV62306	priced as requested, sold as case/50
21	Arm Sling Adjustable - Large	(Each)	\$5.24	MEDL_ORT11010	substitution
22	Arm Sling Adjustable - Medium	(Each)	\$5.24	MEDL_ORT11010	substitution
23	Arm Sling Adjustable - Small	(Each)	\$5.24	MEDL_ORT11010	substitution
24	Aspirin 81 mg Bottles (Chewable)	(Each)	\$1.00	MD150	
25	Atropine 1 mg (.01 mg/ml) - Inj	(Each)	\$11.02	DR3340-00	
26	Baby beanie, pink/blue stripe	Each	\$0.18	BS434	
27	backboard straps - 9' disposable with plastic buckles. No on impervious material	Each	\$1.96	DICK_47091OR	
28	Bags Red Small 7 to 10 gallon	(Box 500)	\$62.58	BH116	
29	Bandage Triangular	(Box/12)	\$4.81	BA2	
30	Bandage, Olaes 4 inch	(Each)	\$5.86	TACT_OAL-4	
31	Bandage, Olaes 6 inch	(Each)	\$7.17	TACT_OAL-6	
32	Band-Aid 1"x 3"	(Box/100)	\$1.55	BA3602	
33	Band-Aid 2"x 4"	(Box/100)	\$6.00	BA3634	priced as requested, sold as box/50
34	Bite Sticks - Plastic	(Bag/10)	\$3.81	AB89	
35	Blade assembly,single use, pivoting, purple for 3M surgical clippers	(Each)	\$4.14	IN9661	
36	Blast bandage	(Each)	\$7.36	TACT_BLAST	
37	Bulb Syringe	(Each)	\$0.98	OK47	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
38	Bumetanide .25 mg/ml 10 ml	(Box/10)	\$81.50	DR6007-10	
39	Burn Sheet	(Each)	\$2.12	BX91039	
40	C2 Morphine 10mg 1ml vial	Box/25	\$94.63	DR0180-25	
41	5258463110 Calcium chloride 10% 100mg.ml ansyr syringe 10ml each	(Each)	\$11.10	DR3304-00	substitution
42	Cannula Nasal Infant	(Box/50)	\$27.13	OM3504	
43	CAT Tourniquet	(Each)	\$22.61	TQ0001-BLK	
44	Catheter 14 GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2594	
45	Catheter 16 GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2586	
46	Catheter 18GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2560	
47	Catheter 20 GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2535	
48	Catheter 22 GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2519	
49	Catheter 24 GA - Braun Introcan Safety	(Box/50)	\$83.00	*IT2500	
50	Catheter IV Safelet Safety 20 gaugeX1-1/4"	Box 50	\$34.50	IT6742	priced as requested, sold as case/200
51	Coban self adherant wrap tan 2"	(Each)	\$1.74	BE2	
52	Coban self adherant wrap tan 3"	(Each)	\$2.18	BE3	
53	CPAP Mask - built in nebulizer - Flow-Safe EZ Large Adult Mask with ports and EZflow Max Nebulizer Product No. 1057318	(Box/5)	\$267.10	OC1057318	
54	CPAP Mask - Large - Flow-Safe EZ Small Adult Mask with ports and EZflow Max Nebulizer Product No. 1057319	(Box/5)	\$267.10	OC1057319	
55	CPAP Mask - Small - Flow-Safe EZ Child Deluxe Mask with ports and EZflow Max Nebulizer Product No. 1057320	(Box/5)	\$267.10	MERC_1057320	
56	Cric Splitting needle kit - Cook-splitting needles for training	Each	\$61.91	AT9413	substitution
57	Cook Cricothyrotomy Catheter Kit	(Each)	\$162.20	AT660	substitution
58	Curaplex extrication device w/case, green, for confined space patient immobilization and extrication	Each	\$58.71	SW2253-GRN	substitution
59	Curaplex Halo Chest Seal	2 Pack	\$18.97	TACT_HALO	
60	Curaplex IV Extension set with removable sure-lock, needle-free connector, pinch clamp, rotating male luer-lock, 8 inch	(Each)	\$1.18	IV83092	substitution
61	Curaplex oxygen nasal cannula, Adult, conventional, clear, non-flared prongs, 7 ft tubing	Case	\$14.50	OM24003	substitution
62	Cyanokit 5 gm Hydroxocobalamin kit, contains 1 IV Admin set and 1 transfer spike	(Each)	\$996.84	DR310-11	
63	Decompression needle 3.75 (needle emergency air release spear)	Each	\$25.94	AT0051	
64	DEFIB/ECG pads Adult w/quik combo* for lifepack 15	(Each)	\$20.53	EL60093	substitution
65	DEFIB/ECG pads Pediatric w/quik combo *for lifepack 15	(Each)	\$20.68	EL60068	substitution
66	Dextrose 5% 100ml/D5W	(Pack/4)	\$11.24	SL7923-23	priced as requested, sold as each/1 or case/48
67	Dextrose 50% .25 GM (0.5 ml) Inj	Pack/10	\$139.52	DR7517-16	
68	Diltiazem 100 mg ADV	(Box/10)	\$110.24	HOSP_DR4350-03	
69	Diphenhydramine 50 mg/ml - Inj	(Tray/25)	\$30.58	DR0376-25	
70	Dopamine HCL in 5% Dextrose Inj 1600 mcg/ml	(Case/12)	\$168.96	DR7809-22	priced as requested, sold as each/1 or case/18
71	Ear Plugs	(Box/100)	\$16.79	HP212	
72	Electrodes Adult Medi Trac 600 (currently using Curaplex 480 pack in case)	Box 20	\$6.00	EL3700-50	substitution / priced as pack/50
73	Electrodes Pediatric Medi Trac	(30 pack)	\$6.90	EL6163A	priced as requested, sold as pack/3
74	Emergency Tape, Pediatape, for pediatric patients measure length and estimate weight	(Each)	\$3.78	TX123457	
75	Endotracheal 2.5 MM Rusch-uncuffed	(Box/10)	\$15.32	AE8825	
76	Endotracheal 3.0 MM Rusch-uncuffed	(Box/10)	\$15.32	AE8830	
77	Endotracheal 4.0 MM Rusch-uncuffed	(Box/10)	\$15.32	AE8840	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
78	Endotracheal 5.0 MM Rusch-uncuffed	(Box/10)	\$15.32	AE8850	
79	Endotracheal 5.5mm	(Box/10)	\$17.76	AE9955	
80	Endotracheal 6.0 MM Rusch	(Box/10)	\$17.76	AE9960	
81	Endotracheal 6.5 MM Rusch	(Box/10)	\$17.76	AE9965	
82	Endotracheal 7.0 MM Rusch	(Box/10)	\$17.76	AE9970	
83	Endotracheal 7.5MM Rusch	(Box/10)	\$17.76	AE9975	
84	Endotracheal 8.0 MM Rusch	(Box/10)	\$17.76	AE9980	
85	Endotracheal 8.5 MM Rusch	(Box/10)	\$17.76	AE9985	
86	Endotracheal 9.0 MM Rusch	(Box/10)	\$17.76	AE9990	
87	Endotracheal Tube Holder	(Box/10)	\$27.10	AC170	priced as requested, sold as each/1 or box/25
88	Endotrol 6.0 MM	(Box/10)	\$0.00	NOBID	This item has been discontinued by the
89	Endotrol 7.0 MM	(Box/10)	\$0.00	NOBID	This item has been discontinued by the
90	Endotrol 8.0 MM	(Box/10)	\$0.00	NOBID	This item has been discontinued by the
91	Epinephrine 1:1,000 Inj - 1 ml ampule	(Box/25)	\$305.00	DR0103-10	priced as requested, sold as box/10
92	Epinephrine 1:10,000 1 mg (0.1 mg/ml)	(Each)	\$9.80	DR3316-00	
93	Uncuffed Endotracheal tube without stylette 2 mm size - No manufacturer requested	(Box/20)	\$0.00	No Bid	
94	Uncuffed Endotracheal tube 2.5mm with stylette - No manufacturer requested	(Box/20)	\$0.00	No Bid	
95	ETT Stylet Intubation Rusch 10fr	(Box/20)	\$36.48	AC900-10A	
96	ETT Stylet Intubation Rusch 14fr	(Box/20)	\$36.48	AC900-14A	
97	ETT Stylet Intubation Rusch 6fr	(Box/20)	\$56.60	AC820	substitution / priced as requested, sold as each/1 or
98	Adult Extrication Collar - Curaplex Adult Ref #3151-03161	Case/20	\$101.40	CXACE	substitution / priced as requested, sold as each/1 or
99	Pediatric Extrication Collar - Curaplex Mini Ref #3151-03163	Case/20	\$101.40	CXMINI	substitution / priced as requested, sold as each/1 or
100	Eye Pad	(Box/50)	\$6.28	BA1600	
101	Fentanyl - 100mcg/2 ml	(Each)	\$3.45	SAS_DR9093-32	priced as requested, sold as box/10
102	Filtered Catheter - 18 gauge blunt filtered fill needle, for drawing up medications from a glass ampule - currently using Excel	Box 50	\$18.50	IT1022	substitution / priced as requested, sold as each/1 or
103	Filterline-Microstream Advance Filter line set, Adult/Pediatric, 7 ft	Each	\$16.73	PCI_11996-000080	
104	Foil Emergency Blanket - no manufacturer requested	(Each)	\$0.52	BS1721	
105	Glucagon for Injection (Synthetic) 1mg per vial	(Each)	\$208.65	DR5850-00	
106	Glucometer Lancets - (True 2 Go)Truetest - No coding needed-21 gauge needle X 2.2mm safety orange	(Box/100)	\$7.00	GU5521-21	substitution / priced as requested, sold as box/200
107	Glucometer Strips Box (True 2 Go)Truetest - True Metric Pro (Only) Coding needed	(Box/100)	\$20.00	CHI_R3H01P-450	substitution / priced as requested, sold as bottle/50
108	Glucometer Test Solution (True 2 Go)Truetest - No coding-must be True Metrix Pro compatible	(Case/6)	\$28.02	GU75400	substitution / priced as requested, sold as each/1
109	Glucometer True2go blood glucose meter set	(Box/1)	\$10.52	GU8489	substitution
110	Glucose - Oral 15 Gram	(Pack/3)	\$7.83	MD303	
111	Halo Chest seals	(Each)	\$18.33	TACT_HALO	
112	Hydrogen Peroxide - 16 oz bottles	(Case/12)	\$10.00	MD55	
113	Ice Packs (Current item purchased-Curaplex 1431-55000 Single use cold pack.	(Box/24)	\$12.60	DI4511	substitution
114	Infant/Child Reduced Energy Defibrillation Electrode Replacement	Each	\$94.34	EL7016	
115	Intravenous (IV) start kit with latex tourniquet	(Each)	\$1.48	IT6150	
116	Iodine Prep Pads	(Box/200)	\$8.62	AL10	priced as requested, sold as box/100
117	Ipratropium .02% (0.5 mg/2.5ml)	(Box/25)	\$4.57	DR9801-25	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
118	IV 10 Drop - Amsino	Each	\$2.10	IV610	
119	IV 60 Drop - Amsino	(Box/50)	\$111.89	IV660	
120	IV Extension set, Standard IV Extension set w/removable sure-lok needle free connector, pinch clamp, rotating male luer lock	Each	\$1.47	IV3108	
121	IV Flush Normal Saline, 10ml prefilled syringe (100 in box, 4 boxes per case)	Case	\$173.66	DR0806	
122	Kendrick Extrication Device and Individual pieces (non-sterile). Currently using Medsource-no length listed.	(Each)	\$66.93	SP901A	substitution
123	Kerlix 6 ply Large 4-1/2"x4-1/8 yd Ref #6715 (sterile)	Each	\$1.58	BA6715	
124	Kerlix gauze sterile 6 ply 4.5X4	(Each)	\$1.58	BA6715	
125	Kerliz Gauze bandage roll, non-sterile, large, 4.5inX4.1 yard	Box	\$143.78	BA6716	priced as case/100
126	King Airway device LTS-D Size 4	(Each)	\$29.76	AC4404	
127	King Airway device LTS-D Size 5	(Each)	\$29.76	AC4405	
128	Kling 2" Individually Wrapped	(Box/12)	\$2.93	BJ702	
129	Kling 3" Individually Wrapped	(Box/12)	\$3.53	BJ703	
130	Kling 4" Individually Wrapped	(Box/12)	\$4.20	BJ704	
131	Labetalol HCl Inj 100 mg/20 ml MDV	(Each)	\$7.18	DR9622-01	
132	Laerdal AC/DC Adaptor charger W/O power cord - 88611	Each	\$153.72	OK886111	
133	Laerdal Compact suction unit LCSU 4 - 800ml	EA	\$495.33	OK880051	
134	Laryngoscope Handle IU-Metal-Fiberoptic Greenline Re-usable LED	Each	\$39.49	LY1F	
135	LCSU 4 power cord 12VDC	(Each)	\$51.33	OK884500	
136	Lidocaine HCl Inj Syringe 100 mg (20 mg/ml)	(Pack/10)	\$64.75	DR3390-00	
137	Lidocaine Jelly 2% 5 ml	(Box/10)	\$79.81	DR0711-31	
138	Lifepak 15 paper - 60 rolls per case	Case	\$132.00	EL2394LP11	priced as requested, sold as pack/5
139	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Large	Case	\$200.00	GL0104L	
140	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Medium	Case	\$200.00	GL0104M	
141	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Small	Case	\$200.00	GL0104S	
142	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Xtra Large	Case	\$200.00	GL0104XL	
143	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs XX Large	Case	\$200.00	GL0104XXL	
144	Mac 2 - Metal Fiber Optic Green Systems Handles - Disposable	(Box/10)	\$57.20	LY852	priced as requested, sold as each/1 or box/20
145	Mac 3 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY853	
146	Mac 4 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY854	
147	Magil Forceps Adult	(Each)	\$4.24	IN375	
148	Magil Forceps Pediatric	(Each)	\$4.24	IN374	
149	Magnesium Sulfate Inj 50%(0.5 G/ml) 10 ml SDL	(Tray/25)	\$54.50	DR0064-11	
150	Manual BP Cuff Adult	(Each)	\$7.24	MSI_MS-BP100	
151	Manual BP Cuff Child	(Each)	\$7.24	MSI_MS-BP300	
152	Manual BP Cuff Infant	(Each)	\$7.24	MSI_MS-BP400	
153	Manual BP Cuff Large Adult - No manufacturer requested	(Each)	\$8.06	MSI_MS-BP200	
154	Masimo Ambient light shield sensor	Each	\$1.71	PO17155	substitution / priced as requested, sold as pack/10
155	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg* for lifepak 15	(Each)	\$11.97	PO2508	
156	Masimo SET LNCS Pdtx Adhesive Sensor, Disposable, Pediatric, Between 10-50kg* for lifepak 15	(Each)	\$12.54	PO2510	
157	Masimo Set M-LNCS Adtx Adhesive Sensor, Adult - 1860	Each	\$11.97	PO1859	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
158	Masimo Shield Ambient SP02 Rainbow Sensors disposable	10 pk	\$5.70	PO2357	substitution / priced as requested, sold as box/5
159	Mask Face Shield	(Box/50)	\$50.00	IC90	priced as requested, sold as box/25
160	Mask NRBM Adult	(Box/50)	\$41.42	OM25060	
161	Mask NRBM Child	(Box/50)	\$67.16	OM25058	
162	Mask NRBM Infant	(Box/25)	\$33.25	OM25055	priced as requested, sold as each/1 or caase/50
163	Meconium Aspirator	(Each)	\$5.07	OK0101	
164	Medsource Advanced patient mover - MS-95202	(Each)	\$15.82	MSI_MS-95202	priced as requested, sold as case/10
165	Medsource Instant Head immobilizer, Adult - MS-91010	Case 50	\$210.00	MSI_MS-91010	
166	Meret Airway bag - MERET Omni ProX BLS/ALS Total System (TS2 System Ready)	Each	\$266.74	CS8101-BLU	
167	Meret Intubation Roll (Meret Pro A Tac black)	Each	\$92.74	CS8101A-TB	
168	Midazolam (VERSED) Class IV, 10mb, 2 ml vial	(Each)	\$1.28	DR0588-68	priced as requested. Sold as box/25
169	Miller 0 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY860	
170	Miller 1 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY861	
171	Miller 2 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY862	
172	Miller 3 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$5.72	LY863	
173	MLNCS disposable pediatric finger probes	boxes	\$250.80	PO1860	priced as box/20
174	MLNCS finger probe - Master Medical Equipment 2712-25010	Each	\$155.40	PO2501	
175	Mouthpiece Spirometer Virobac II (for BVM bags)	Case	\$38.80	OM2862	substitution / priced as case/40
176	Multi Trauma Dressing	(Box 25)	\$27.19	BA1030	
177	Nail Polish Remover Pads	(Box/100)	\$2.86	AL20	
178	Naloxone Hydrochloride 1 mg/ml	(Pack/10)	\$159.60	DR3369-00	
179	Narcotic box, clear top with lock, 7.25in L X 6.25in W X 1.125 H	Each	\$31.23	ID100	
180	Nasopharyngeal Airway 24 FR Airway Nasopharyngeal 24FR 8.5 mm Dynarex 4593	(Box/10)	\$17.95	AB43954	substitution
181	Nasogastric Tube 08 FR	(Box/10)	\$3.00	OK9508C	substitution / priced as requested, sold as each/1 or
182	Nasogastric Tube 12 FR	(Box/10)	\$14.50	OK5212	priced as requested., sold as each/1
183	Nasogastric Tube 14 FR	(Box/10)	\$14.50	OK5214	priced as requested., sold as each/1
184	Nasogastric Tube 16 FR	(Box/10)	\$14.50	OK5216	priced as requested., sold as each/1
185	Nasopharyngeal Airway 12 FR	(Box/10)	\$21.45	AB612	
186	Nasopharyngeal Airway 14 FR	(Box/10)	\$21.45	AB614	
187	Nasopharyngeal Airway 16 FR	(Box/10)	\$21.45	AB616	
188	Nasopharyngeal Airway 18 FR	(Box/10)	\$21.45	AB618	
189	Nasopharyngeal Airway 20 FR	(Box/10)	\$17.95	AB43950	
190	Nasopharyngeal Airway 22 FR	(Box/10)	\$17.95	AB43952	
191	Nasopharyngeal Airway 26 FR	(Box/10)	\$17.95	AB43956	
192	Nasopharyngeal Airway 28 FR	(Box/10)	\$17.95	AB43958	
193	Nasopharyngeal Airway 30 FR	(Box/10)	\$17.95	AB43960	
194	Nebulizer (T-piece)	(Each)	\$0.82	OM1883	
195	Needle 18 GA - 1 1/2" 1.20 x 38 mm	(Box/100)	\$4.12	IT18GA	
196	Needle 22 GA - 1 1/2" 70 x 38 mm - No manufacturer requested-Hypodermic needle 22g X1-1.2" conventional 100 box	(Box/100)	\$4.12	IT22GA	
197	Needle 25 GA - 1 1/2" 0.5 x 1.58 mm	(Box/100)	\$23.23	IT305127BX	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
198	Needle Decompression 14Gx 3.25	(Each)	\$8.07	AT0056	
199	Nitrolingual Pump Spray 2% 400 mcg per spray 90 doses	Each	\$146.45	DR0410-04	
200	O2 Key	(Each)	\$0.89	OT83	
201	Obstetrics Kits	(Case/10)	\$50.05	KT500LF	
202	Oralopharyngeal Airway 100 MM Purple Adult	(Each)	\$0.30	AA1905	
203	Oralopharyngeal Airway 40 MM Pink Neonatal	(Each)	\$0.30	AA1901	
204	Oralopharyngeal Airway 50 MM Blue Infant	(Each)	\$0.30	AA19015	
205	Oralopharyngeal Airway 60 MM Black Child	(Each)	\$0.30	AA1902	
206	Oralopharyngeal Airway 70 MM White Adult	(Each)	\$0.30	AA19025	
207	Oralopharyngeal Airway 80 MM Green Adult	(Each)	\$0.30	AA1903	
208	Oralopharyngeal Airway 90 MM Yellow Adult	(Each)	\$0.30	AA1904	
209	Oxygen Regulator with Tee	(Each)	\$26.62	OG8725	
210	Oxygen Tubing	(Box/50)	\$24.02	OM1301	
211	Pediatric Stethoscope	(Each)	\$34.00	ST604-BLU	
212	Pen Lights	(Each)	\$0.72	PL1008	
213	Personal Protection Gown	(Each)	\$1.41	IC8576	
214	Posey Restraints	(Each/Pr)	\$4.32	SX2510	
215	Posi-flush Syringe Saline - Prefilled NaCl 10ml Flush with luer lock	(Box/30)	\$14.69	DR3065-44	
216	Pressure Infuser	(Each)	\$18.72	IP4010	
217	Pro Splint Product (Complete Set) # AE-1800	(Each)	\$185.49	SP3909	
218	Quikclot ACS sponge	(Each)	\$32.37	BA7350	substitution
219	Regulator Oxygen - None specified current item-Medline HCS5415M 7.75X2.75X2.5" silver/green w/CGA 540 each	Each	\$24.36	OG28415	substitution
220	Regulator Oxygen Mini	Each	\$24.36	OG28515	
221	Ring Cutter	(Each)	\$6.60	IN960	
222	Royal Blue Cervical Collar Bag	(Each)	\$24.96	CX778-BLU	
223	Sager Splint Bilateral	(Each)	\$684.42	SP304	
224	Scoop Stretcher - Aluminum	(Each)	\$579.85	SW065MB	
225	Sharps Box -5 QT. Kendall-model# 85131	(Each)	\$5.28	IS8513-1	
226	Sharps Dart Needle Holder	(Each)	\$1.71	ISDART	
227	Smart CapnoLine Plus Cannula, Adult/Intermediate	Each	\$11.31	PO69822	
228	Smart CapnoLine Plus Cannula, Pediatric/Intermediate	Each	\$15.59	PO67269	
229	Sodium Bicarb Inj 8/4% 50 meq (1meq/ml)	(Each)	\$15.40	DR3352-00	
230	Sodium Chloride .9% 100 ml Adv	(Pack/5)	\$13.05	SL7101-67	
231	Sodium Chloride 1000 Bag- Braun	(Box/12)	\$36.97	SL7800-09	
232	Sodium Chloride 1000 BT - Braun	(Box/12)	\$37.20	SL5200	priced as requested, sold as each/1 or case/16
233	Sodium Chloride 500 Bag- Braun	(Box/24)	\$76.14	SL8001	
234	Solumedrol	(Tray/25)	\$220.88	DR0047-22	
235	Stair Chair - MS-90044	(Each)	\$526.80	SW90044	
236	Statpack G3 cell (small bag) - G31001BU	Each	\$77.97	FS31001-BLU	
237	Statpack G3 cell Intravenous bag	Each	\$77.97	FS31001-BLU	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
238	Sterile Water 1000 Btl - Braun	(Box/16)	\$46.35	SL5000	
239	Littman Classic III Stethoscope	(Each)	\$82.13	ST5620	
240	Littman Classic II Pediatric Stethoscope	(Each)	\$79.75	ST2119	
241	Stopcock 4 way - Part # 118-2C6242	(Each)	\$1.51	OG26242	priced as requested, sold as case/50
242	Stylette disposable adult large 7.0 to 10.0	(Each)	\$3.01	AC800	
243	Stylette disposable pediatric 2mm-3 1/2mm	(Each)	\$2.83	AC820	
244	Suction Big Sticks	(Each)	\$2.55	OH4024	
245	Suction canister, 800 ML for LCSU 4	(Each)	\$19.84	OK886102	
246	Suction Catheter 06 FR	(Each)	\$0.28	OK3606	
247	Suction Catheter 08FR	(Each)	\$0.28	OK3608	
248	Suction Catheter 10 FR	(Each)	\$0.28	OK3610	
249	Suction Catheter 12 FR	(Each)	\$0.28	OK3612	
250	Suction Catheter 14 FR	(Each)	\$0.28	OK3614	
251	Suction Catheter 16 FR	(Each)	\$0.28	OK3616	
252	Suction Tubing	(Each)	\$0.76	OH4250	
253	Syringe 1 CC	(Box/100)	\$12.00	IT1CCLL	
254	Syringe 12 CC	(Box/80)	\$10.40	IT10CCLLB	priced as requested, sold as each/1 or box/100
255	Syringe 20 CC	(Box/50)	\$9.60	IT20CCLL	
256	Syringe 3 CC	(Box/100)	\$7.27	IT26200	
257	Syringe 35 CC	(Box/3)	\$3.15	IT35CCLL	priced as requested, sold as box/40
258	Syringe 60 CC	(Box/25)	\$11.76	IT60CCLL	
259	Tape 1" Cloth	(Box/12)	\$9.57	TA7111	
260	Tape 1" Transpore	(Box/12)	\$14.40	TA7827-1	
261	Tape 1/2" Cloth	(Box/24)	\$9.57	TA7110	
262	Tape 2" Cloth	(Box/6)	\$9.57	TA7112	
263	Tape 2" Transpore	(Box/6)	\$14.40	TA7827-2	
264	Temporal Scanner TAT-5000 Temporal artery thermometer infrared	(Each)	\$348.30	TH5000	
265	Tetracaine Hydrochloride 0.5% 2 ml	(Box/12)	\$552.00	DR0127-10	priced as requested, sold as box/10
266	Thiamine Hydrochloride Ing 100 mg/ml 2 ml	(Tray/25)	\$296.00	DR6228-25	
267	Tongue Blades Sterile	(Box/100)	\$3.57	BA3090	
268	Trauma Shears	(Box/10)	\$8.40	IN555-BLK	priced as requested, sold as each/1 or case/50
269	Triage Tags	(Pack/50)	\$28.56	TX922	
270	TRUE METRIX® Control Solution Level 1 R5H01-1	Each	\$4.67	GU75400	
271	TRUE METRIX® Control Solution Level 2 R5H01-2	Each	\$4.67	GU75402	
272	True-Metrix Pro-Professional monitoring blood glucose system.	Each	\$10.52	GU8489	
273	Vaseline Gauze 3"x18"	(Box/12)	\$9.60	BA414	
274	Window Punch, aluminum barrel, center 5/8 inch Dx5 inch L	(Each)	\$6.50	IN4202	substitution
275	Yankauer Suction Tip	Case	\$22.82	OH4690	priced as case/50
276	Yellow Blankets - Rain Blankets	(Each)	\$2.02	BS7303A	
277	Zofran 4 mg/2 ml Inj Vial	(Tray/25)	\$10.32	DR6130-05	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
280	Shipping charge for 24 hour delivery	Flat Fee	\$75.00		\$75.00 every 15 lbs.
281	Shipping charge for 72 hour delivery	Flat Fee	\$0.00		No Charge

*Multiple vendors with low pricing.