

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Sokunthea Kol
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

EMERGENCY MEDICAL SUPPLIES

CONTRACT NO. 35161

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Dublin Ohio ON THE 4th DAY OF October, 20 18
CITY STATE MONTH

COMPANY NAME: Bound Tree Medical, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 5000 Tuttle Crossing Blvd. CITY: Dublin STATE: Ohio ZIP: 43016

PHONE: 800.533.0523 FAX: 877.311.2437

S/ [Signature] President, Emergency Preparedness
(SIGNATURE) (TITLE)

Brian J. LaDuke Submitbids@Boundtree.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

2/14/19
Date

APPROVED AS TO FORM
February 14, 20 19.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB FD18-132

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:
Corporation State of _____
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of Ohio

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: n/a

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Ohio
County of Franklin)

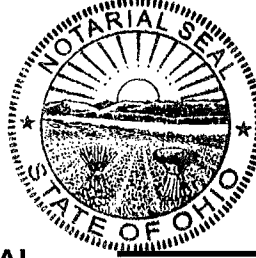
On October 4th, 2018 before me, Brian J. LaDuke - President, Emergency Preparedness
(insert name and title of the officer)

personally appeared Brian J. LaDuke - President, Emergency Preparedness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Timothy O. Brown II* (Seal)



Timothy O. Brown II
Notary Public, State of Ohio
My Commission Expires 07-31-22

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER -LLC
President, Emergency Preparedness
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Sarnova, INC and its Subsidiaries Directors & Officers
Exhibit A- Unanimous Written Consent of Board of Directors

TITLE OR TYPE OF DOCUMENT

7 Pages

NUMBER OF PAGES

August 25, 2016 & October 20, 2017

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):
Bound Tree Medical, LLC

Jeffery M. Prestel & Mark J. Dougherty
SIGNER(S) OTHER THAN NAMED ABOVE

SARNOVA, INC. AND ITS SUBSIDIARIES
DIRECTORS AND OFFICERS
AS OF OCTOBER 20, 2017

ENTITY (JURISDICTION)	DIRECTORS/ MANAGERS	OFFICERS
BEMS Holdings, LLC (Delaware)	Sole Member: Sarnova HC, LLC	Jeffrey M. Prestel – President Mark J. Dougherty – Treasurer and Secretary
Bound Tree Medical, LLC (Ohio)	Sole Member: BEMS Holdings, LLC	Brian J. LaDuke - President Jeffrey M. Prestel – CEO Mark J. Dougherty – Treasurer and Secretary
Cardiovascular Concepts, Inc. (Texas)	Jeffrey M. Prestel Mark J. Dougherty	Jeffrey M. Prestel – President Mark J. Dougherty – CFO and Secretary
Cardio Partners, Inc. (Ohio)	Jeffrey M. Prestel Mark J. Dougherty	Brian J. LaDuke - President Jeffrey M. Prestel – CEO Mark J. Dougherty – CFO and Secretary
Emergency Medical Products, Inc. (Wisconsin)	Mark J. Dougherty	Brian J. LaDuke - President Jeffrey M. Prestel – CEO Mark J. Dougherty – Treasurer and Secretary
Progressive Medical International, Inc. (California)	Jeffrey M. Prestel Mark J. Dougherty	Jeffrey M. Prestel – President Mark J. Dougherty – CFO and Secretary
Sarnova HC, LLC (Delaware)	Sole Member: Sarnova, Inc.	Jeffrey M. Prestel – President Mark J. Dougherty – CFO and Secretary
Sarnova Holdings, Inc. (Delaware)	Matthew D. Walter Timothy A. Dugan Kevin M. Swan Christopher R. Sweeney Jeffrey M. Prestel	Jeffrey M. Prestel – President/CEO Mark J. Dougherty – COO, CFO and Secretary
Sarnova, Inc. (Delaware)	Matthew D. Walter Timothy A. Dugan Kevin M. Swan Christopher R. Sweeney Jeffrey M. Prestel	Jeffrey M. Prestel – President/CEO Mark J. Dougherty – COO, CFO and Secretary
Tri-anim Health Services, Inc. (California)	Mark J. Dougherty Jeffrey M. Prestel	Thomas W. Metcalf - President Jeffrey M. Prestel – CEO Mark J. Dougherty – CFO and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS OF SARNOVA HOLDINGS, INC.**

The undersigned, being all of the directors of Saranova Holdings, Inc., a Delaware corporation (the "Corporation"), hereby take, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the following actions by written consent and without a meeting, which actions shall have the same force and effect as if duly adopted at a meeting duly called and held on August 25, 2016, at which a quorum was present and acting throughout.

WITNESSETH

WHEREAS, the Board of Directors of the Corporation (the "Board") deem it to be in the best interest of the Corporation that specific individuals to be extended authority to undertake certain actions based on his/her role within the Corporation and/or a given subsidiary and such individuals should have the corresponding authority to execute certain documents to effectuation such actions;

WHEREAS, The Board of Directors ("Board") for the Corporation desires to adopt the Authority Matrix, attached hereto as Exhibit A, which sets for the delegation of authority for the Corporation and its subsidiaries.

WHEREAS, the Board has identified specific individuals that should possess signatory authority with respect to certain business areas they are responsible for despite the fact such individuals do not have a title specifically identified in the Authority Matrix;

NOW, THEREFORE, be it:

RESOLVED, that the Authority Matrix is hereby adopted substantially in the form attached hereto, effective as of August 25, 2016

RESOLVED, that the following individuals have signatory authority as designated to "Company VP" on the Authority Matrix for the business areas they are responsible for:

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Tom Metcalf	Executive Vice President	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Darrell Hughes	General Counsel	All Companies
Shawn Saylor	Controller	All Companies
Rueben Dickenson	General Manager	DXE Medical, Inc.

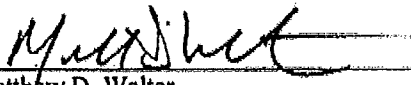
<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Mike Buerger	General Manager	Emergency Medical Products, Inc.
Rick Barber	General Manager	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Alisha Enrico	Director of Product Management	Bound Tree Medical, LLC.
Dan Field	Director of Product Management	Tri-anim Health Services, Inc.

RESOLVED, that all acts and actions since January 29, 2016 taken by each individual authorized hereunder consistent with the Authority Matrix, hereby are in all respects, confirmed, approved and ratified.

RESOLVED, the actions taken in this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Delaware.

RESOLVED, this consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date and year set forth above.

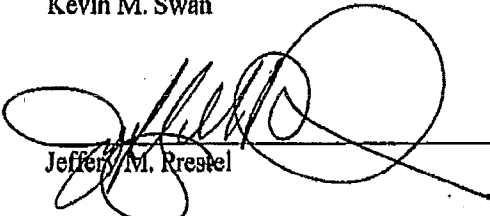


 Matthew D. Walter

 Timothy A Dugan

 Kevin M. Swan

 Christopher R. Sweeney



 Jeffrey M. Restel

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
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Rick Barber	General Manager	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Alisha Enrico	Director of Product Management	Bound Tree Medical, LLC.
Dan Field	Director of Product Management	Tri-anim Health Services, Inc.

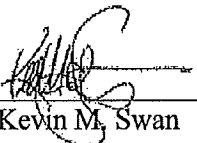
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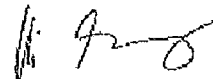
Matthew D. Walter



Kevin M. Swan



Timothy A Dugan



Christopher R. Sweeney

Jeffery M. Prestel

Exhibit A to Unanimous Written Consent of Board of Directors for Sarnova Holdings, Inc., Dated August 25, 2016
Sarnova Delegation of Authorities Matrix
Effective August 25, 2016

	VP	President and CEO	CFO	Executive Chairman	Full Board
Accounting					
Appointment/Renewal of External Auditors					X
Changes in accounting policies					X
Utilization of financial derivatives					X
Annual Budget					
Annual Budget					X
Capital Projects (Outside of Annual Budget)					
Less than \$100K		X	X		
Greater than \$100K but less than \$1M				X	
Greater than \$1M					X
Approval of overspends of > 10% and > \$100K					X
Consulting Agreements					
Expected spend < \$10K	X				
Expected cost > \$10K but less than \$250K		X	X		
Expected spend > \$250K					X
Changes to Delegation of Authority Matrix					
Delegation of Authority Matrix					X
Credit Terms with Customers					
Open Credit < \$100K *	X				
Open Credit > \$100K but < \$250K			X		
Open Credit Terms > \$250K but less than \$2M			X		
Open Credit Terms > \$2M		X	X		
Extended Credit Terms > 60 days from invoice date			X		
Extended Credit Terms > 90 days from invoice date		X	X		
Customer Contracts					
New Contracts or Renew existing contracts/customer < \$1M	X				
New Contracts Renew existing contracts/customers > \$1M #		X	X		
New contracts with expected annual sales > \$5M				X	
GP/IDN Contracts #		X	X		

* Only Sarnova's Controller shall be deemed a "Company VP" for purposes of this section.
Only need one of the President's or CFO's approval in these areas, not both

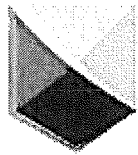
Exhibit A to Unanimous Written Consent of Board of Directors for Sarnova Holdings, Inc., Dated August 25, 2016
Sarnova Delegation of Authorities Matrix
Effective August 25, 2016

	VP	President and CEO	CFO	Executive Chairman	Full Board
Lease agreements-renewals or extensions	X		X		
Lease agreements-new facilities					X
Closing of a facility or location					X
Insurance/Benefits					
Health Benefits		X	X		
Property, Casualty, Liability				X	
401(k)				X	
Work Policies (sick time, vacation, handbook, etc.)		X	X		
Legal/Litigation/Regulatory Issues					
Power of Attorney @	X	X	X		
Appointment of Legal Counsel with expected spend < \$25,000			X		
Appointment of Legal Counsel with expected spend > \$25,000				X	
Confidentiality Agreement	X				X
Initiation or receipt of notification of litigation					X
Notification of Regulatory Compliance violation					X
Investigation of filing of OSHA, EEOC, EPA, etc.		X	X		
Personnel Actions (Compensation, termination, etc.)					
Employees below Direct Reports of President/CEO and CFO ##	X				
Employees who are direct reports to CFO		X			
Employees who are direct reports to CEO					X
Annual Incentive Compensation Plan					X
Termination of 5 or more employees in single event					X
Deviations from standard severance agreements < \$25,000		X	X		
Deviations from standard severance agreements > \$25,000					X
Extension or changes in employee perks (cars, clubs, etc.)		X	X		
Whistleblower or anonymous complaint					X

@ Only Company's General Counsel, President and CFO shall have authority in these areas.
At the "VP" level, only Company's VP of Human Resources shall have authority in these areas.

Exhibit A to Unanimous Written Consent of Board of Directors for Sarnoval Holdings, Inc., Dated August 25, 2016
Sarnova Delegation of Authorities Matrix
Effective August 25, 2016

	VP	President and CEO	CFO	Executive Chairman	Full Board
Vendor Contracts					
New contracts or renewing existing contracts/vendors < \$1M	X				
New contracts < \$5M		X	X		
New contracts/vendors with expected annual spend >\$5M				X	
Renew existing contracts/vendors >\$1M		X	X		
Contracts with "take or pay terms"					X
Foreign Based Companies				X	



Bound Tree

CITY OF LONG BEACH
FINANCIAL MANAGEMENT

EMERGENCY MEDICAL SUPPLIES

BID NO. FDIS-132

DUE - OCTOBER 4, 2018 11:00AM PST



Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd

Dublin, OH 43016

614 760 5000

www.boundtree.com

October 4, 2018

City of Long Beach
City Clerk
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802

Dear Sokunthea Kol:

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

The proposal includes the following:

- General Provisions & Specifications
- Proposal Information & Pricing
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

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

Chris Evans
Account Manager
951.202.9347
CEvans@boundtree.com

Christopher Fyffe
Senior Pricing Analyst, Bids/Contracts
800.533.0523 x 5374
Christopher.Fyffe@boundtree.com

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or Issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or Issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to Issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS *Not Applicable

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement.

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Bids may be withdrawn at any time prior to the bid due date via the Bid Management System.

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

- 1. Original bid cover page
- 2. A notarized California All-Purpose Acknowledgement Form (for companies located outside the State of California)

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Sokunthea (Soey) Kol
333 W OCEAN BLVD/LOBBY LEVEL
LONG BEACH CA 90802

BID DUE DATE: October 4, 2018
TIME: 11:00 am

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq, the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on Invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

CONTRACT – GENERAL CONDITIONS

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The City of Long Beach (City) is soliciting bids to furnish and deliver medical supplies, including medications, infection control, stabilization, suction, intravenous and wound care supplies, as well as Emergency Medical Services hardware and all other related equipment on an as-needed basis.

BID TIMELINE – All times are Pacific Standard Time

Bid release date:	September 6, 2018
Questions and "Approved Equals" request due:	September 13, 2018 by 4:00 pm
Response from City to bidder:	September 25, 2018 by 4:00 pm
Bid due date:	October 4, 2018 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

Both Electronic and Hard Copies:

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)

Electronic Copies:

- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) Compliance Forms (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)
- Any addenda (if applicable)

Addenda 1 is attached

METHOD OF SUBMISSION

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted. See instructions Concerning Signatures on page 2.

Pricing shall be submitted electronically on the "Line Items" tab and all pages of the bid document and required attachments shall be uploaded under the "Attachment" tab.

BID NUMBER ITB FD18-132

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Lobby Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB FD18-132 EMERGENCY MEDICAL SUPPLIES

Electronic Bids and required hard copy forms must be received by 11:00 AM PST, October 4, 2018. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Sokunthea Kol with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information Form (**Attachment B**).

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

BOND PROVISIONS

Not applicable.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

LOCAL PREFERENCE

Local preference shall not apply to this project, as the contract amount is estimated to be above \$100,000.

EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City's website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment D**.

INSURANCE

See Requirements on page 9, Section 30 and **Attachment E**.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution, see **Attachment F**. For more information, please consult: <http://www.sos.ca.gov>

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

BID NUMBER ITB FD18-132

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

BID NUMBER ITB FD18-132

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

BID NUMBER ITB FD18-132

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

CONFLICT OF INTEREST

Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three (3) additional periods of one year each in accordance with terms and conditions stated herein.

EXTENSION OPTION:

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA Area published by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor.

PRICING

Prices quoted shall include all inside delivery, handling, freight, unloading, and pick-up charges to the location designated at time of order. Prices quoted shall be net, including all trade discounts. No other charges, surcharges, or fees will be accepted.

Bidder shall not charge any fees or charges for restocking or service fees for incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

Price increases will not be allowed during the initial twenty-four (24) month period.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

MISCELLANEOUS PURCHASES

The items in the bid make up the bulk of the items needed by the City; however, the City reserves the right to order special or other unanticipated items not listed in the bid, but which the City may need during the term of the Contract. These items if ordered would not exceed \$2000 per release order. The cost to the City for these items must not exceed the prices in the current price lists at the time of purchase. Contractor shall offer a discount from price lists allowed to the City.

COMPLIANCE WITH LAWS

Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

CONTRACTOR PERFORMANCE

Contractor may be ruled "non-responsible" based upon Contractor's unacceptable past performance which may include, but is not limited to: late/non-deliveries; partial deliveries; delivery of wrong materials; products not meeting specifications; substitution of product without authorization; providing incorrect prices; or invoicing problems.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

INVENTORY

The City reserves the right to inspect the bidder's inventory at the bidder's place of business prior to award of a contract.

ADEQUATE STOCK

The Contractor shall be required to maintain adequate stock to make deliveries for "emergency" or "fill-in orders", as needed by the City. "Scheduled order" shipments may be established by the department at the beginning of the Contract period and may be altered at any time during the contract period. **Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.**

Contractor shall provide fresh stock, which means items will not expire within twelve (12) months after the delivery. The City reserves the rights to refuse, reject, and/or return products due to stale expiration dates.

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases will create their own Direct Purchase Orders (DPO) release against the BPO. DPO releases will be sent to the Contractor either via mail, email, or fax. The City Purchasing Agent's signature will not appear on the releases; an authorized person in that department will sign the releases. Shipment or service shall be made against the release DPO number.

The Contractor shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the DPO release. If the DPO release does not specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

DELIVERY & SHIPPING REQUIREMENTS

Deliveries shall be made within five (5) business days after the date on which the City places an order. All deliveries shall be made FOB Destination to location listed below as the F.O.B. address. Orders will be placed in quantities as required by the City. The City reserves the right to reject a bid based on the bidder's inability to meet the delivery requirements.

Standard delivery shall be 1-2 business day(s) after receipt of order.

The vendor shall notify the Fire Department, Storekeeper, on any delivery dates anticipated over two (2) business days. Notification shall include the reason for the delay and a new date for delivery.

Price quoted shall include all shipping, handling, unloading, and inside delivery charges to:

F.O.B. Address: City of Long Beach
 Fire Department
 1465 Peterson Avenue
 Long Beach, CA 90813
 Attn: Storekeeper
 Tel: 562-570-1177
 Email: Wade.depew@longbeach.gov

RUSH DELIVERIES

The City will pay freight charges on "Emergency Rush Orders", which must be shipped via "overnight" or "next day" delivery to the F.O.B. address. Such "Emergency Rush Orders" invoices must be accompanied by written "Emergency Rush Orders" confirmation from the City by fax or email.

LATE DELIVERIES

Vendor shall maintain a monthly minimum performance of 95 percent completion of orders within the specified delivery time. Excessive late deliveries (5 percent or more per month late) shall be considered a breach of contract and shall be grounds for termination, and grounds for the City to exercise all of its legal remedies including, but not limited to, those as specified in Item #9 of the "Contract – General Conditions."

INVOICING

Invoices shall be sent to the Storekeeper email at Wade.depew@longbeach.gov.

Each invoice shall contain:

1. Purchase Order Release Number
2. Items purchased, including manufacturer's number
3. Any applicable discounts, prices and sales tax
4. Net payment information (i.e. Net30)
5. Name of person filling the order

Any invoices submitted that do not contain information required by the City will be rejected until resubmission of documents has been completed according to these standards. **No payments will be made on a statement balance.**

The Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

PAYMENT TERMS

Payment Terms are Net30. If other, please specify n/a; _____% discount in _____ days.

Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.

PURCHASING CARD

Will you allow authorized City personnel to use the City of Long Beach Purchasing Card in lieu of Blanket Purchase Order releases if the City determines to be more feasible?

YES X _____ NO _____

ON-LINE ORDERING AND CATALOGS

Does your company currently have on-line ordering? (On-line pricing must be the same as the bid price or less.)

YES X _____ NO _____

If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months?

YES _____ NO _____

If the answer is yes, Bidder shall include with the bid as a separate attachment any information pertaining to the Bidder's online catalog and internet ordering (including the web address/URL).

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current full-time employees residing in Long Beach 0

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

PRIMARY CONTACT:

NAME: Chris Evans

TITLE: Account Manager

ADDRESS: 223 W Avenida Valencia San Clemente, CA 92672

OFFICE
PHONE: 951.202.9347 Customer Service Number 800.533.0523

FAX: 949.276.2122

CELL: 951.202.9347

EMAIL: CEvans@boundtree.com

SECONDARY CONTACT:

NAME: Christopher Fyffe

TITLE: Senior Pricing Analyst

ADDRESS: 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016

OFFICE
PHONE: 800.533.0523 X 5374

FAX: 877.311.2437

CELL: n/a

EMAIL: Submitbids@Boundtree.com

EMERGENCY CONTACT (24/7):

NAME: Disaster Support Program - Name Can Vary

TITLE: Disaster Support Program- Customer Service

CELL: 800.863.0953

E-MAIL: customerservice@boundtree.com

BILLING CONTACT:

NAME: Al Cuckler

TITLE: Credit & Collections Analyst

ADDRESS: 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016

OFFICE
PHONE: 800.533.0523 X 5213

FAX: 866.284.7504

CELL: n/a

EMAIL: al.cuckler@Boundtree.com

BID SECTION

It is understood by the Vendor that all quantities listed are annual estimates only and that the City of Long Beach may purchase an amount above or below the estimates according to the requirements and needs of the City. Orders will be placed by the City on an as-needed basis. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

1. No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.
2. Unit pricing shall not include sales tax.
3. **ALL-INCLUSIVE PRICES:** Prices bid shall be inclusive of all labor, equipment, transportation, incidentals and any other service or charge necessary to complete the contract. There shall be no additional charges for fuel, fuel surcharges, disposal fees/increases, travel time, wait time, labor or insurance charges, or any other charge not listed. **PRICING SHALL BE ENTERED ELECTRONICALLY IN PLANETBIDS.**
4. Bidders may indicate "No Bid" for an items for which no bid is being offered.

SUMMARY OF BID ITEMS						
	Description	Manufacturer	Manufacturer Item No.	Annual Quantity	Unit of Measure	Price
*NO SUBSTITUTION						
1	Administration Set, IV, 83"	Amsino	108306	2000	Each	Enter Electronically
2	Medical Box	Flambeau	2072	24	Each	Enter Electronically
3	Circuit, CPAP	O2-Max	313-7555XN	300	Each	Enter Electronically
4	Catheter, Angio, Autoguard, 18 gauge	BD Insyte	381444	72	Per Box of 50	Enter Electronically
5	Detector, CO2, "Easy Cap"	Nellcor	9163311	48	Per Box of 6	Enter Electronically
6	Electrode Pad, AED	Phillips	9898031	150	Each	Enter Electronically
7	Supraglottic Airway #4	King System	415	24	Each	Enter Electronically
8	Test Strip	MicroDot	GU5200-50	200	Per Box of 50	Enter Electronically
9	Vacuum Splint, "Fasplint", Medium	Hartwell Med	FS-802	72	Each	Enter Electronically
APPROVED EQUAL						
10	Emergency Blanket, 56 x 90"	Tidi	980077	400	Each	Enter Electronically
11	Burn Sheet, 60 x 90"	Roehampton	312	48	Each	Enter Electronically
12	Stretcher Sheet, 40 x 90"	Medline	NON24335	100	Per Case of 50	Enter Electronically
13	Post-Mortem Bag, 36 x 90"	Tidi	950259	48	Each	Enter Electronically

BID SECTION

14	Basin, 7 qt	Medline	80342	600	Each	Enter Electronically
15	Cold Pack, 6 x 9"	Tempo	ICE1069	100	Per Case of 50	Enter Electronically
16	Collar, Extrication, "Stifneck"	Laerdal	980010	72	Each	Enter Electronically
17	Dressing, IV, "Vena Guard"	Conmed	705-4431	120	Per Box of 100	Enter Electronically
18	Endotracheal Tube Holder	Laerdal	600-10000	500	Each	Enter Electronically
19	Immobilizer, Head, "Sta Blok"	Laerdal	700-0001	600	Each	Enter Electronically
20	Oxygen Cannula	Hudson	1104	24	Per Case of 50	Enter Electronically
21	Oxygen Mask, N/R, Adult	Hudson	1059	36	Per Case of 50	Enter Electronically
22	Airway, Oral, 100 mm	ADC	43100-1-00	48	Each	Enter Electronically
23	Airway, Nasopharyngeal, 26 FR	Rusch	123126	24	Each	Enter Electronically
24	Bag Valve Mask	Rusch	157100300	72	Each	Enter Electronically
25	Endotracheal Tube, 6.5 mm	Rusch	504565	100	Each	Enter Electronically
26	Esophageal Intubation Detector	LMA	EID200	100	Each	Enter Electronically
27	Nebulizer, Small Volume	Curaplex	301-200	36	Per Case of 50	Enter Electronically
28	Aerosol Mask, Adult	Hudson	1083	12	Per Case of 50	Enter Electronically
29	Towelette, Disinfecting	PDI	Q86984	12	Per Tub of 65	Enter Electronically
30	Self-Adherent Wrap, 2" x 5 yd	Dynarex	3172	200	Per Box of 36	Enter Electronically
31	Gauze Sponge, 4 x 4", Sterile	Dukal	6124	100	Per Box of 50	Enter Electronically
32	Abdominal Pad, 5 x 9", Sterile	Medline	NON2145	300	Per Box of 25	Enter Electronically
33	Gauze Bandage Roll, 4.5" x 4.1 yd	Caring	PRM25865	24	Per Case of 100	Enter Electronically
34	Filter Needle, Sterile, 20 gauge	Kendall	305018	24	Each	Enter Electronically
35	Syringe, Luer Lock, 3 ml	Braun	4610303-02	300	Each	Enter Electronically
36	Lancet	Microdot	52422	300	Per Box of 200	Enter Electronically
37	Penlight, Disposable	ADC	351P	100	Per pack of 6	Enter Electronically
38	Pipette	Integra	017-39960	100	Per pack of 5	Enter Electronically
39	Bandaid, Fabric, 1 x 3"	Curad	25660	700	Per Box of 100	Enter Electronically
40	Hydrogen Peroxide, 16 fl oz	Aaron Brands	15256	300	Per Case of 24	Enter Electronically
41	Rubbing Alcohol, 70%, 16 fl oz	Medline	NDC53329	24	Per Case of 24	Enter Electronically

BID SECTION

42	Alcohol Prep Pad, 70%	Dynarex	1103	100	Per Box of 200	Enter Electronically
43	Hand Sanitizer, 2 fl oz bottle	Safetec	17355	500	Per Case of 24	Enter Electronically
MEDS		National Drug Code		Annual Quantity	Unit of Measure	Price
44	Adenosine, 6 mg / 2ml	NDC 25021-301-67		500	Each	Enter Electronically
45	Adenosine, 12 mg / 4 ml	NDC 25021-301-68		500	Each	Enter Electronically
46	Albuterol Sulfate	NDC 0487-9501-01		300	Per Box of 25	Enter Electronically
47	Amiodarone, 150 mg	NDC 63323-616-03		300	Each	Enter Electronically
48	Aspirin (Chewable 81mg)			130	Bottle	Enter Electronically
49	Atropine Sulfate, 1 mg	NDC 76329-3339-1		200	Each	Enter Electronically
50	Calcium Chloride, 10 ml	NDC 76329-3304-1		300	Each	Enter Electronically
51	Dextrose solution (glucola)			175	Bottle	Enter Electronically
52	Diphenhydramine, 50 mg vial	NDC 0641-0376-21		100	Per Box of 25	Enter Electronically
53	Epinephrine, 1:10,000, 1 mg	NDC 76329-3316-1		5000	Each	Enter Electronically
54	Epinephrine 1 :1000 1 mg	NDC 42023-159-25		600	Each	Enter Electronically
55	Glucagon Kit	NDC 63323-593-03		500	Each	Enter Electronically
56	Narcan (Naloxone)	NDC 76329-3369-00		800	Each	Enter Electronically
57	Nitroglycerin, Aerosol, 400 mg	NDC 76299-430		100	Bottle	Enter Electronically
58	Ondansetron (Zofran) 4 mg tablets	NDC 65862-390-10		400	Tablet	Enter Electronically
59	Ondansetron (Zofran) 4 mg IV	NDC 0409-4755-03		300	Vial	Enter Electronically
60	Sodium Bicarbonate, 50 ml	NDC 0409-6637-34		300	Each	Enter Electronically
61	Sodium Chloride, 0.9%, 1000 ml	NDC 0409-7983-09		300	Per Case of 12	Enter Electronically
62	Sodium Chloride, 0.9% 500 ml	NDC 0409-7983-03		300	Per Case of 12	Enter Electronically
63	Sodium Chloride, 0.9%, 5 ml			500	Per Box of 30	Enter Electronically
MISCELLANEOUS						
64	Provide percentage discount from manufacturer's price list for Miscellaneous Items not listed in bid.					Enter Electronically

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ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Bound Tree Medical, LLC

Business/Contractor/Agency

Brian J. LaDuke

Name of Authorized Representative

President, Emergency Preparedness

Title of Authorized Representative



Signature of Authorized Representative

10/4/2018

Date

r21411

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200

ATTACHMENT B
REFERENCE LIST



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name San Francisco Fire Department

Project Manager/Contact Name Andy Zanoloff, Chief E-mail Andy.Zanoloff@sfgov.org Ph. No. 415-920-2914

Address 1415 Evans Avenue San Francisco, CA 34124

Project Description Paramedic/ Medcial Materials & Supplies

Project Dates (Start and End) Since 2014 Contract Term(s) _____ Contract Amount 1.5Mil Annually

Client/Contractor Name Fire Department City of New York

Project Manager/Contact Name Douglas Isaacs, MD E-mail doug.isaacs@fdny.nyc.gov Ph. No. 718-999-2790

Address 9 Metro Tech Center Brooklyn, NY 11201

Project Description Medical Supplies and Pharmaceuticals

Project Dates (Start and End) Since 2014 Contract Term(s) _____ Contract Amount 1.5Mil Annually

Client/Contractor Name Priority Ambulance

Project Manager/Contact Name Steve Blackburn E-mail sblackburn@priorityambulance.com Ph. No. 614-354-4702

Address 910 Callahan Road, Suite 101 Knoxville, TN 37912

Project Description Supply of EMS Pharmaceuticals and Supplies

Project Dates (Start and End) Since 2014 Contract Term(s) _____ Contract Amount Over 1.5Mil Annually

Client/Contractor Name New Orleans EMS

Project Manager/Contact Name Carl Flores, Chief of EMS E-mail cflores@cityofno.com Ph. No. 504-658-1552

Address 1300 Perdido Street, Ste 4W07 New Orleans, LA 70112

Project Description Medical Supplies

Project Dates (Start and End) Since 2016 Contract Term(s) _____ Contract Amount Over 600K Annually

Client/Contractor Name City of Columbus Division of Fire

Project Manager/Contact Name Scott Ellis E-mail seellis@columbus.gov Ph. No. 614-221-3132

Address 2028 Williams Road Columbus, Ohio 43207

Project Description Pharmaceutical Supplies & Medical Supplies

Project Dates (Start and End) Since 2016 Contract Term(s) _____ Contract Amount Over 600K Annually

National References

Andy Zanoff, Assistant Deputy Chief
 San Francisco Fire Department
 1415 Evans Avenue
 San Francisco, CA 34124
 415-238-5273
Andy.Zanoff@sfgov.org



Douglas Isaacs, MD, Division Medical Director
 Fire Department City of New York
 9 Metro Tech Center
 Brooklyn, NY 11201
 718-999-2790
doug.isaacs@fdny.nyc.gov



Steve Blackburn, Northeast Regional President
 Priority Ambulance
 910 Callahan Road, Suite 101
 Knoxville, TN 37912
 614-354-4702
sblackburn@priorityambulance.com



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



Scott Ellis
 City of Columbus Division of Fire
 2028 Williams Road
 Columbus, Ohio 43207
 614-221-3132
seellis@columbus.gov



Ty Spencer
 Baltimore City Fire Department
 3500 West Northern Parkway
 Baltimore, MD 21215
 410-396-2718
tyauna.spencer@baltimorecity.gov



ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bound Tree Medical LLC	
	2 Business name/disregarded entity name, if different from above _____	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 8023	Requester's name and address (optional) _____ _____ _____
	6 City, state, and ZIP code Dublin, OH 43016-2023	
	7 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Michelle Root</i>	Date ▶ 01/02/18
------------------	---	------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Brian J. LaDuke Title: President, Emergency Preparedness

Signature:  Date: 10/4/2018

Business Entity Name: Bound Tree Medical, LLC

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Bound Tree Medical, LLC Federal Tax ID No.
Address: 5000 Tuttle Crossing Blvd.
City: Dublin State: Ohio ZIP: 43016
Contact Person: Chris Evans Telephone: 951.202.9347
Email: CEvans@Boundtree.com Fax: 949.276.2122

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE Not Applicable

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION See Attached

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 4th day of October, 2018, at Dublin, Ohio

Name Brian J. LaDuke

Signature 

Title President, Emergency Preparedness

Federal Tax ID No. 

EQUAL BENEFITS POLICY

It is the policy that all full-time employees are eligible for the benefits outlined in the Employee Handbook, with some benefits also offered to part-time employees, as specifically indicated. Benefits offered to employees with spouses are offered equally to employees with domestic partners. Domestic partners include both opposite-sex and same-sex partnerships and must meet certain requirements as required by the insurance providers.

ATTACHMENT E
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.

- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims

are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name:	Brian J. LaDuke	Title:	President, Emergency Preparedness
Signature:		Date:	10/4/2018

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Business Entities (BE)

Business Search

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search
- Service Options
- Name Availability
- Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *

Search by Corporation Name Search by LP/LLC Name Search by Entity Number

Search Criteria * Search Filter

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, October 2, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

200129110103 BOUND TREE MEDICAL, LLC

Registration Date:	10/16/2001
Jurisdiction:	OHIO
Entity Type:	FOREIGN
Status:	ACTIVE
Agent for Service of Process:	<u>C T CORPORATION SYSTEM (C0168406)</u> To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.
Entity Address:	5000 TUTTLE CROSSING BLVD DUBLIN OH 43016
Entity Mailing Address:	PO BOX 8023 DUBLIN OH 43016
LLC Management	*

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of October.

Document Type	↕ File Date	↕ PDF
SI-NO CHANGE	10/31/2017	
SI-COMPLETE	05/05/2015	
AMENDMENT	03/07/2002	
REGISTRATION	10/16/2001	

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) [New Search](#) [Back to Search Results](#)



State of California

File# _____

Bill Jones
Secretary of State

200129110103

FILED
In the Office of the Secretary of State
of the State of California

OCT 16 2001

Bill Jones
BILL JONES, Secretary of State

LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION

A \$70.00 filing fee must accompany this form.
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name under which the foreign limited liability company proposes to register and transact business in California:
(End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

Bound Tree Parr, LLC

2. Name of the foreign limited liability company, if different from that entered above:

Bound Tree Parr, LLC

3. This foreign limited liability company was formed on 11/17/2000 in Ohio
(month) (day) (year) (state or country)
and is authorized to exercise its powers and privileges in that state.

4. Name of the agent for service of process in this state, and check the appropriate provision below:

C T Corporation System, which is

an individual residing in California. Proceed to Item 5.

a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Proceed to Item 6.

5. If an individual, California address of the agent for service of process:

Address:

City:

State: CA

Zip Code:

6. In the event the above agent for service of process resigns and is not replaced, or if the agent cannot be found or served with the exercise of reasonable diligence, the Secretary of State of the State of California is hereby appointed as the agent for service of process of this foreign limited liability company.

7. Address of the principal executive office: City State Zip Code
6106 Bausch Road, Galloway, OH 43119

8. Address of the principal office in California, if any: City State Zip code
CA

9. Type of business of the limited liability company: (For information purposes only.)

Sale & distribution of emergency medical products

10. **DECLARATION:** It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Matthew D. Walter

Signature of Authorized Person

Matthew D. Walter, Manager

Type or Print Name and Title of Authorized Person

9/26/01

Date

11. RETURN TO:

NAME

Elizabeth M. Roush

FIRM

Bound Tree Parr Emergency Products

ADDRESS

6106 Bausch Road

CITY/STATE

P.O. Box 300

ZIP CODE

Galloway, Ohio 43119

SEC/STATE (REV. 12/99)

FORM LLC-5 - FILING FEE \$70.00
Approved by Secretary of State

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE.

}

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show BOUND TREE PARR, LLC, an Ohio Limited Liability Company, Registration No. 1192360, was organized on November 17, 2000 and is currently in FULL FORCE AND EFFECT upon the records of this office.

*WITNESS my hand and official seal
at Columbus, Ohio on
October 10, 2001*

J. Kenneth Blackwell

J. Kenneth Blackwell
Secretary of State



200129110103



State of California
Secretary of State

L

137
645

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

MAY 05 2015

1. LIMITED LIABILITY COMPANY NAME

Bound Tree Medical, LLC

20/20/cc

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER 200129110103

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
Ohio

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
5000 Tuttle Crossing Blvd.	Dublin	OH	43016
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
P.O. Box 8023	Dublin	OH	43016
7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
		CA	

Name and Complete Address of the Chief Executive Officer, If Any

6. NAME	ADDRESS	CITY	STATE	ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Jeffrey M. Prestel	5000 Tuttle Crossing Blvd.	Dublin	OH	43016
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Mark J. Dougherty	5000 Tuttle Crossing Blvd.	Dublin	OH	43016
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS CT Corporation System *CD1168406*

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
CA

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
Distributor of medical supplies.

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/29/15

Darrell A. Hughes

Authorized Person

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE



Secretary of State
Statement of No Change
 (Limited Liability Company)

LLC-12NC

17-B30013

FILED

In the office of the Secretary of State
 of the State of California

OCT 31, 2017

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00

Copy Fee – \$1.00;
 Certification Fee - \$5.00 plus copy fee

1. Limited Liability Company Name (Enter the exact name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, see instructions.)

BOUND TREE MEDICAL, LLC

2. 12-Digit Secretary of State File Number

200129110103

3. State, Foreign Country or Place of Organization (only if formed outside of California)

OHIO

4. No Change Statement (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

5. The information contained herein is true and correct.

10/31/2017

Darrell Hughes

Authorized Representative

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. (SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

September 25, 2018

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

**ITB No. FD18-132
Emergency Medical Supplies**

This addendum changes and supersedes the language in the original ITB. Please acknowledge receipt of this addendum by signing and submitting with your bids. Any bidder who fails to submit this addendum may be disqualified.

The questions and answers are as follows:

1. Q: If there are terms and conditions Vendor may not be able to agree to will the City of Long Beach ("the City") consider exceptions to terms and conditions?

A: To be responsive, and considered for award, a bid must contain an unequivocal offer to perform, without exception, the exact requirements/items called for in the solicitation so that, upon acceptance, the bidder will be bound to perform in accordance with all of the solicitation's terms and conditions.

2. Q: Specifically, if there are insurance requirements that Vendor may not be able to agree to will the City consider exceptions to insurance terms and conditions?

A: See answer to question #1.

3. Q: Would a vendor's use of self/captive insurance be deemed to satisfy the insurance requirements of the resulting contract?

A: Vendors are allowed to use self/captive insurance. The vendor shall submit information as to the "captive" insurance company with their bid.

Addendum #1 – ITB FD18-132

4. Q: Can the City provide the most recent awarded bid tabulation for the products in the bid? If no bid tabulation exists, can you please provide your current sell price and UOM for the products in the bid?

A: Please go to the City's website, to the Public Records Request link <http://www.longbeach.gov/citymanager/public-records-request/>

Fill out form and follow instructions on the webpage and City staff will contact you with the information.

5. Q: We received the bid invitation for # ITB FD18-132 today – Before starting our bid, we wanted to know if this is all-or-nothing or if partial bids would be accepted.

A: Partial bids will not be accepted.

6. Q: I am working on the proposal for ITB-FD18-132; Emergency Medical Supplies, I have a question in reference to the "No Substitution" portion. We have products here that are equal to the requested products that meet the required specifications and are of excellent quality. Are we allowed to bid the items we have available?

A: Vendors must provide the exact items listed in the "NO SUBSTITUTIONS" section. Alternative items, including items with alternative manufacturers, will not be accepted due to compatibility factor.

7. Q: Is this an ALL or Nothing Bid, do all items have to be bid on.

A: See answer to question #5.

8. Q: Will the Award be to one vendor or multiple vendors, will the award be by item or all or nothing.

A: The City prefers to award to a single contractor but reserves the right to award contracts to multiple contractors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item.

9. Q: Is there a Bid Tabulation available for review for prior Bids/Awards for these similar items.

A: See answer to question #4.

Addendum #1 – ITB FD18-132

10.Q: Will Exceptions and or Clarifications be allowed to be submitted with the Bid and apply to any subsequent awards as well for areas that we are unable to comply with, including sections such as Insurance requirements.

A: See answer to question #1.

11. Also, do all lines items including medications have to be bid in order to be eligible for an award? If so, line #3 is an exclusive item so only 1 distributor would be able to bid on this making noncompetitive.


A: Partial bids will not be accepted. The City is using the 02-MAX item (line item #3) because it is compatible with products that are currently deployed. For this reason, the City cannot use a different item that could potentially cause compatibility issues out in the field.

12.Q: I see that lines 1-9 are listed as no substitutions but lines 6 and 7 do not list valid model numbers. We will need the correct model numbers for these lines to be able to bid correctly.

A: Line 6 Phillips item reference number 989803149981; line 7 King Systems reference number KLTSD424. PlanetBids has been updated accordingly.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY: Bound Tree Medical, LLC
Company Name

<u>Brian J. LaDuke</u> Print Name	<u>President, Emergency Preparedness</u> Title
 Signature	<u>10/4/2018</u> Date

Item List for City of Long Beach
 Bid No. FD18-132 "Emergency Medical Supplies"

Item #	Long Beach Agency Item #	Long Beach Vendor Name	City of Long Beach Item Description	Item #	Bound Tree Item #	Bound Tree Medical, LLC Item Description	Bound Tree Vendor Name	Bound Tree Item #	Bound Tree Medical, LLC Item Price
1	108306	Amsho	Administration Set, IV, 83"	1/EA	3712-23935	IV Admin Set/Day Set 24 Hr, 10 Drop, 1 SAFELINE Split Septum In Situ, 1 ULTRASHE Needleless Valve, 25inch Flambeau Model 2072 Medical Box, 19inch L x 10 3/4inch W x 10 1/2inch D, Hard Plastic, Orange	B. BRAUN MEDICAL INC FLAMBEAU PRODUCTS CORPORATION	352239	\$ 1.49
2	2072	Flambeau	Medical Box	1/EA	602092			PM2072 (6774PM)	\$ 49.39
3	313-75553X	O2-4hrs	Circuit, CPAP	1/EA	313-75553EA	O2-4HRs Fixed 3-SET O2-CPAP w/Intervent Neb, Biprox ED Mask, Adult LG	PULMONOME MEDICAL SUPPLY SOLUTIONS, INC	313-75553X	\$ 33.00
4	281444	BD Inyte	Catheter, Angio, Autogard, 18 Gauge	50/BX	555181	Inyte Autogard IV Catheters, 18gx x 1 1/2inch		381444	\$ 1.95
5	9163311	Wellcor	Detector, CO2, "Easycap"	67/BX	320024	Easy Cap II CO2 Detector, Breath-to-breath response, Single Use, Greater than 15kg, Adult	COVIDIEN	EASYPAP II	\$ 9.55
6	9089031	Phillips	Electrode Pad, AED	1/EA	86244	Curaplex Select Leads Dual Direct Connect Electrodes, Pediatric, Adult	CURAPLEX BY BOUND TREE	1108040C	\$ 21.29
7	415	Sing System	Supraglottic Airways #4	1/EA	2114-44434	"NEW DESIGN" Supraglottic Airway Kit, King L15-D Adult, Lind Tube, 60cc Syringe, Tube, Red, Size 4	AMBU	KLTSDA134	\$ 32.99
8	601700-50	MicroDot	Test Strip	50/BX	2763-20050	"SEE NOTES" Microdot Ultra Test Strips 50 count Bili	EMERGENCY MEDICAL PRODUCTS INC	200-50	\$ 18.97
9	FS-802	Hartwell Mkt	Vacuum Medical Equipment, Medium	1/EA	560807	Essential, BURN SAFETY DRESSING, MED	HARTWELL MEDICAL	FS-802-10	\$ 23.16
10	908077	Tidi	Emergency Blanket, 55 x 98"	1/EA	36570	Curaplex Emergency Highway Blanket, Tissue/Paper, 55in x 98in, Yellow	CURAPLEX BY BOUND TREE	STORRA-9300	\$ 1.58
11	112	Roel Hampton	Burn Sheet, 60 x 90"	1/EA	30681MS	Curaplex Burn Sheet, Sterile, 60inch x 90inch	CURAPLEX BY BOUND TREE	STORRA-BS0033	\$ 1.81
12	NO124335	Medline	Stretch Sheet, 40 x 90"	50/CS	3271-44180	Curaplex Bed Sheet, Stretch Pack, 40in x 90in	CURAPLEX BY BOUND TREE	3271-44100	\$ 23.97
13	908259	Hub	Post Mortem Bag, 36 x 90"	1/EA	667883	Post Mortem Bag, 36" x 90", 3inch x 3inch, w/foam Handles, White	ADIA MEDICAL	48229	\$ 6.80
14	80842	Medline	Barin, 7 qt	1/EA	731-4362-05EA	Wash Basin / Foot Tub, Graduated, Rectangular, Disp, 7 qt, 13inch x 10inch x 5inch, Gold	MEDGEN MEDICAL PRODUCTS	4162-05	\$ 0.57
15	KCE 069	Tempo	Cold Pack, 6 x 9"	50/CS	1431-66080	Curaplex Cold Pack - Medium - 6.69in x 6.69in 1/EA 50EA/CS	TEMPO MEDICAL PRODUCTS	65767	\$ 0.27
16	9163310	Laredaf	Collar, Extracorporeal, "Stiffneck"	1/EA	3153-03161	Curaplex Extracorporeal Collar, Single Use, Adjustable, B Settling, Adult	CURAPLEX BY BOUND TREE	427003000	\$ 3.59
17	705-4431	Conmed	Dressing IV, "Vena Guard"	100/BX	36003MS	Curaplex IV Guard Dressing, Breathable Foam Dressing	CURAPLEX BY BOUND TREE	36003MS	\$ 21.94
18	600-10000	Laredaf	Endotracheal Tube Holder	1/EA	920508	Thomas Endotracheal Tube Holder, Adult, Blue	LARADAL MEDICAL CORP	600-10000	\$ 2.78
19	700-0001	Laredaf	Endotracheal Tube, "Star Block"	1/EA	269975	Star-Block Head Immobilizer, Adjustable, w/STRAP	LARADAL MEDICAL CORP	700-00001	\$ 3.67
20	1104	Hudson	Oral Cannula	50/CS	3011-1006A	Oral Nasal Cannula, Conventional, Flared Nasal Prongs, Clear, 2in Tubing, Adult	CURAPLEX BY BOUND TREE	BT-14004	\$ 0.24
21	1059	Hudson	Oxygen Mask, N/R, Adult	50/CS	30851	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30851	\$ 0.65
22	43100-1.00	ADC	Airway, Oral, 100 mm	1/EA	119655	Curaplex Berman Oral Airway, 100mm	CURAPLEX BY BOUND TREE	BAE6510-5P	\$ 0.61
23	123126	Rusch	Airway, Nasopharyngeal, 26 FR	1/EA	2021-18126	Curaplex Select Nasopharyngeal Airway, Monoene, Robertazzi Style, 26 French	CURAPLEX BY BOUND TREE	2-0211-8126	\$ 2.06
24	157100380	Rusch	Ear Valve Mask	1/EA	521001	Rusch Manual Resuscitator Adult 80mm w/Ear Resistor, MED MASK	RESCLEX MEDICAL	157100380	\$ 11.69
25	904565	Rusch	Endotracheal Tube, 6.5 mm	1/EA	2113-10265	Endotracheal Tubes, Cuffed w/SHYPL 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	\$ 1.60
26	ETD200	AMA	Etomidate Intubation Detector	1/EA	065-00017100EA	Tube-Check-B Etomidate Intubation Detector, Bulb Style	AMBU	200172002	\$ 1.97
27	301-200	Curtis	Nebulizer, Small Volume	50/CS	301-200EA	Curaplex Select Nebulizer, Adult or Pediatric, Small Volume, Handheld, w/Tee, Medchokes, Flange, 7in Dia, Resistant Tubing, No Mask	CURAPLEX BY BOUND TREE	200	\$ 0.53
28	1083	Hudson	Merof Partial, Adult	50/CS	4911211	Merof Partial, Aerosol, Venturi, Adult	WELBAND, INC.	01NS0	\$ 0.41
29	108094	PR	Towellette, Disinfecting	65/7B	1063-100	CavWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch	METREX RESEARCH CORPORATION	13-1180	\$ 8.17
30	3172	Demara	Self-Adherent Wrap, 2" x 5 yd	36/BX	21081	Bandage, Wrap, Self-Adherent, Tan, 2inch x 5yds	BYARRE CORPORATION	3172	\$ 0.61
31	6124	Duka	Gauze Sponge, 4 x 4", Sterile	50/BX	066124	Gauze Sponge, Sterile, Non-Wovens, 4 Ply, 4inch x 4inch, 2/pk	DUKAL CORP	6124	\$ 1.89
32	ND82145	Medline	Abdominal Pad, 5 x 9", Sterile	25/BX	1212-59124	Abdominal Pad, Sterile, Hydrophobic Beading, 5inch x 9inch	MEDSOURCE INTERNATIONAL	MS-ABDS39	\$ 2.70
33	PR12565	Carig	Gauze Bandage Roll, 4.5" x 4.1 yd	100/CS	150031	Perix Gauze Bandage Roll, Sterile, Soft Pouch, Large, 4.5inch x 4.1 yards	CARDINAL HEALTH	6715	\$ 1.34
34	305018	Kendall	Filter Needle, Sterile, 20 gauge	1/EA	625211	Blunt Filter Needle, 5 micron with blunt Fill Trn, 1 1/4" x 1 1/2inch, Sterile	BECKTON DICKINSON	305211	\$ 0.34
35	451003-02	Braun	Syringe, Luer Lock, 3 ml	1/EA	1632-30303	Syringe 3ml, Luer Lock, 3cc	B. BRAUN MEDICAL INC	460303-02	\$ 0.05
36	52422	Microdot	Lancet	200/BX	2764-70721	Curaplex Error-Safe Safety Lancet, 21 Gauge, Green	CURAPLEX BY BOUND TREE	31216-7264-70721	\$ 6.96
37	3517	ADC	Pen-ink Disposable	6/PK	32762	Curaplex Disposable Pen, Light, 6 pack	CURAPLEX BY BOUND TREE	31R-PEL100	\$ 3.95

Item List for City of Long Beach
 Bid No. FD18-132 "Emergency Medical Supplies"

Item #	Long Beach Vendor Item #	City of Long Beach Item Description	Long Beach Unit	Bound Tree Item #	Bound Tree Description	Bound Tree Unit	Bound Tree Price	Bound Tree Vendor	Bound Tree Unit	Bound Tree Price
38	017-39560	Pencil	5/PK	581-017-39560	Plastic Pipettes, 3ml Fine Tip	5/PK	\$ 5.56	INTEGRA YORK PA INC	017-39560	\$ 5.56
39	35650	Band-Aid, Fabric, 1 x 3"	100/BX	38995	Curry Adhesive Band-Aids, Flexible, Cloth, Blech	100/BX	\$ 1.39	CARDINAL HEALTH	44101	\$ 1.39
40	35250	Hydrogen Peroxide, 16 fl. oz	24/CS	25711	Hydrogen Peroxide, Topical Solution, 16 oz Bottle	24/CS	\$ 0.92	MEDIGUE PRODUCTS	25711	\$ 0.92
41	MDCS3329	Rubbing Alcohol, 70%, 16.0 oz	24/CS	201001	Isopropyl Alcohol, 70%, 16oz	24/CS	\$ 1.57	OTHER MANUFACTURER	609-098032	\$ 1.57
42	11103	Alcohol Prep Pad, 70%	100/BX	1330-85300	Carplex Sterile Alcohol Prep Pad, Medium	100/BX	\$ 1.50	CORAPLEX BY BOUND TREE	1330-85300	\$ 1.50
43	17355	Hand Sanitizer, 2 fl oz bottle	24/CS	768-17355EA	10.5 fl. oz Instant Hand Sanitizer, Fresh Scent, Squeeze Bottle, 2oz	24/CS	\$ 0.94	SAFETEC	17355	\$ 0.94
44	25021-301-67	Adrenaline, 6 mg / 2ml	1/EA	3542-02	Adrenaline, 6mg, 2ml Vial	1/EA	\$ 2.15	CARDINAL HEALTH-PHARMA	4391611	\$ 2.15
45	25021-301-68	Adrenaline, 12 mg / 4 ml	1/EA	3551-04	Adrenaline, 12mg, 4ml Vial	1/EA	\$ 11.59	OTHER MANUFACTURER	605104	\$ 11.59
46	0487-9501-01	Albuterol Sulfate	25/BX	8994-01	Albuterol Sulfate, Pediatric, 0.025%, 1.25mg/3ml, Individually Wrapped, 30/Bos	25/BX	\$ 46.51	CORP	9904-01	\$ 46.51
47	03323-916-03	Amiodarone, 150 mg	1/EA	3516-03	Amiodarone, 150mg, 3ml Vial	1/EA	\$ 1.55	OTHER MANUFACTURER	6323-0616-03	\$ 1.55
48	76329-3339-1	Aspirin (Chewable Blot)	36/BT	941316	Aspirin, 81 mg Chewable Tablets, Orange Flavor, 36/Bottle	36/BT	\$ 0.70	GER-CARE	911-316	\$ 0.70
49	76329-3339-1	Atropine Sulfate, 1 mg	1/EA	371006	Atropine, 1mg, 10ml Luer Jet Prefilled Syringe	1/EA	\$ 10.71	IMS LIMITED	7632933391	\$ 10.71
50	76329-3304-1	Calcium Chloride, 10 ml	1/EA	373304	Calcium Chloride, 1cm, 10ml Luer Jet Prefilled Syringe	1/EA	\$ 9.49	IMS LIMITED	7632933041	\$ 9.49
51		Dextrose solution (glucose)	1/BT	G0910	Dextrose, 5%, 250ml bag	1/EA	\$ 2.27	B. BRAUN MEDICAL INC	LS402	\$ 2.27
52	0641-0276-21	Diphenhydramine, 50 mg w/1	25/BX	0376-25	Diphenhydramine, 50mg/ml, 1ml Vial	25/BX	\$ 0.90	Alkerm Pharmaceutics USA	0641027625	\$ 0.90
53	76329-3316-1	Ethinoprine, 1 10,000, 1 mg	1/EA	374921	Ethinoprine, 1.10, 0.005, 1mg, 10ml, Liteshield Prefilled Syringe	1/EA	\$ 4.74	Pfizer Inc, (HOSPITAL)	0429492134	\$ 4.74
54	42023-359-25	Ethinoprine 1 10000 1 mg	1/EA	103-10	Ethinoprine 1mg, 1ml Ampule	1/EA	\$ 12.77	BFL LABS, LLC	54288-103-10	\$ 12.77
55	63323-593-03	Glucagon (Baxter)	1/EA	0691-03	Glucagon kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water	1/EA	\$ 167.81	OTHER MANUFACTURER	63323-0593-03	\$ 167.81
56	76329-3359-00	Hydrocortisone (Hylocort)	1/EA	373969	Hydrocortisone, 2 mg, 2ml Luer Jet Prefilled Syringe	1/EA	\$ 31.34	IMS LIMITED	7632939691	\$ 31.34
57	76299-430	Humulin pen, Aerosol, 400 mg	1/BT	0430-04	Humulin 400 mg Syrat, 4.1 gm Bottle, 90 metered doses	1/EA	\$ 139.08	IMS PHARMACEUTICALS, LLC	0430-04	\$ 139.08
58	65862-350-10	Insulin (Novo) 4 mg Tablets	1/7AB	0390-10	Insulin, 4mg, 2ml Vial	1/EA	\$ 24.57	OTHER MANUFACTURER	0390-10	\$ 24.57
59	0409-4755-03	Levamisole (Zofram) 4 mg IV	1/VI	4755-02	Levamisole, Orally Disintegrating Tablet 3x100UD, 4mg	1/EA	\$ 0.47	Pfizer Inc, (HOSPITAL)	0429475503	\$ 0.47
60	0409-4637-34	Sodium Bicarbonate, 50 ml	1/EA	371935	Sodium Bicarbonate, 4.4%, 50ml Luer Jet Prefilled Syringe	1/EA	\$ 11.92	IMS LIMITED	763293721	\$ 11.92
61	0409-7983-09	Sodium Chloride, 0.9%, 1000 ml	12/CS	80132X	Sodium Chloride, 0.9%, 1000ml Bag	12/CS	\$ 4.46	BAXTER HEALTHCARE DIAG	291324X	\$ 4.46
62	0409-7983-03	Sodium Chloride, 0.9% 500 ml	12/CS	601323	Sodium Chloride, 0.9%, 500ml Bag	12/CS	\$ 4.53	BAXTER HEALTHCARE DIAG	281323Q	\$ 4.53
63		Sodium Chloride, 0.9%, 5 ml	30/BOX	601320	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml 5 mg/ml	30/BOX	\$ 0.30	AQUABIOTI	601320	\$ 0.30

To Whom It May Concern,

In response to your bid request, Bound Tree Medical is pleased to offer 30% off of the prices on supplies on www.boundtree.com. For product information and Bound Tree item numbers, please refer to the current Bound Tree Medical Emergency Medical Product Catalog.

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

Products excluded from the percentage off bid include the following:

Manufacturers Excluded	Product Categories Excluded
<i>Ferno Washington</i>	<i>Custom Kits</i>
<i>Laerdal</i>	<i>Preventative Maintenance</i>
<i>Simulaid</i>	<i>Service Contracts</i>
<i>Cardio Partners</i>	<i>Capital Equipment</i>
<i>Thermal Angel</i>	<i>King Vision</i>
<i>KingFisher Medical</i>	<i>Rescue Buddies</i>
<i>Z-Medica (QuikClot)</i>	<i>Inventory & Secure Storage Systems</i>
<i>SScor</i>	<i>Supraglottic Airways and Kits</i>
	<i>Backboards</i>
	<i>Gloves</i>

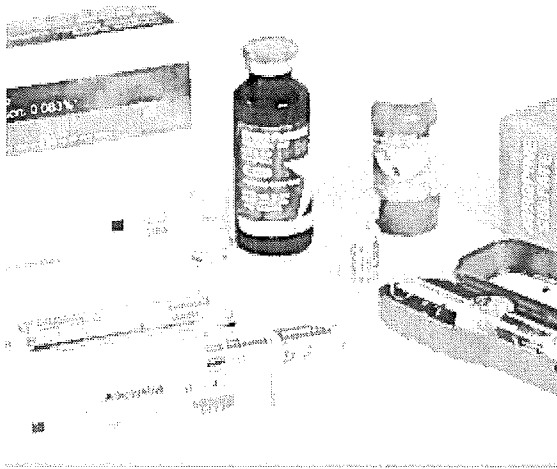
In addition, Pharmaceutical and IV Solutions product categories will be offered at a 30% discount from the current listed prices on www.boundtree.com.

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

Sincerely,

Christopher Fyffe

Christopher Fyffe
Senior Pricing Analyst, Bid & Contracts



THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

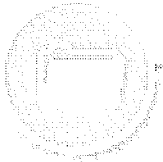
Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



VAWD Certified State and Nationally Licensed

Several of Bound Tree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit www.nabp.net/programs/accreditation/vawd/vawd-accredited-facilities



Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online: www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm



Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: e222.boundtree.com

For more information about CSOS please visit: www.deaecom.gov

Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.

BoundTree
medical

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Bound Tree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With Bound Tree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.



**BOUND TREE MEDICAL EMERGENCY
DISASTER SUPPORT PROGRAM**

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

GET HELP IN THREE SIMPLE STEPS

		
1. Report a major incident.	2. Call the Bound Tree Medical Disaster Support Hotline.	3. Receive emergency medical supplies.

Bound Tree Medical is the only national EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

**CALL US FOR ASSISTANCE WITH
DISASTROUS INCIDENTS.**

Bound Tree Medical
Disaster Support Hotline **800.863.0953**



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

Partners in EMS



In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



Advanced Online Tools

From free online continuing education courses at www.BoundTreeUniversity.com to elaborate online ordering tools at www.boundtree.com, we are focused on the most cutting edge technology that will streamline your day-to-day operations.



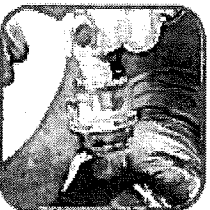
24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



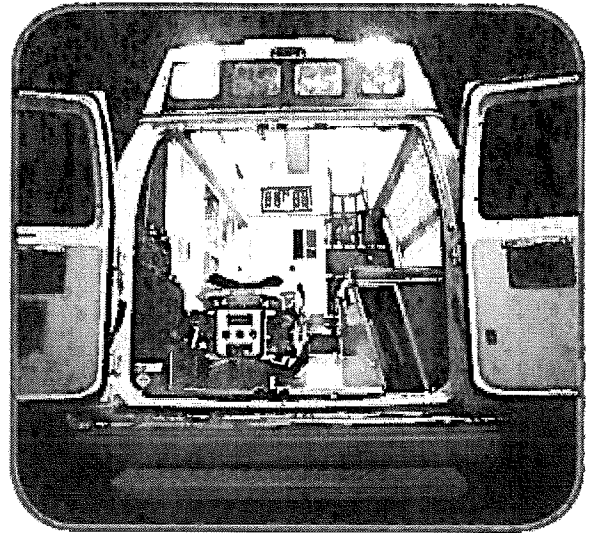
Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at www.boundtreegrants.com.



Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



Bound Tree

800.533.0523 | www.boundtree.com

FREE CEUs

www.BoundTreeUniversity.com

Current Course Offering:

- Acute MI and STEMI »
- Asthma »
- Evidence-based Guidelines for EMS Providers »
- Safe Transport of the Pediatric Patient »
- Pediatric Shortness of Breath »
- Capnography for Respiratory Distress »
- Emergency Operations EMS1 »
- Anaphylaxis »
- CHF vs. COPD »
- Sepsis »



Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.

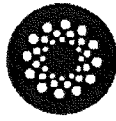


BoundTree
UNIVERSITY

In partnership with  Bound Tree and 

NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex[®] responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex[®] continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



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Instruments/Personal Items »



IV/Drug Delivery »



Immobilization »



Monitoring/Defibrillation »



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Customer Service

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

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

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

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

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

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

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

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

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

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



Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd.

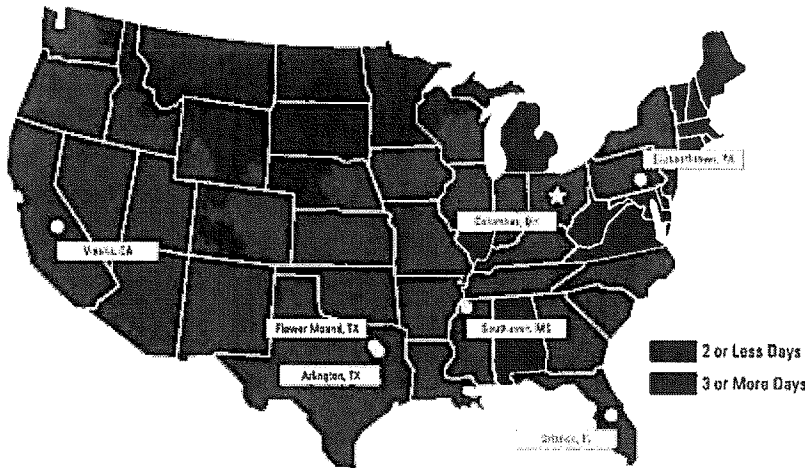
Dublin, OH 43016

614 780 5000

www.boundtree.com

Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



Offices:

Bound Tree Medical Headquarters

Bound Tree Medical
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: 800.533.0523
Fax: 800.257.5713
Web: www.boundtree.com

Distribution Centers: Bound Tree Medical

California
2237 N. Plaza Drive
Visalia, CA 93291

Texas
3221 E. Arkansas Lane, Suite 145
Arlington, TX 76010

Mississippi
481 Airport Industrial Drive, Suite 103
Southaven, MS 38671

Florida
7320 Kingspointe Pkwy, Suite 530
Orlando, FL 32819

Pennsylvania
1605 Zeager Road, Suite 101
Elizabethtown, PA 17022



Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

8. Items received without a RMA number will not be eligible for credit.

RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

RETURN FOR REPAIRS

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.



Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
 - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
 - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
 - The purchase summary report can be sorted in ascending order by total sales per item.
 - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
 - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
 - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bound Tree Medical LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 8023	Requester's name and address (optional)
	6 City, state, and ZIP code Dublin, OH 43016-2023	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
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3	1	-	1	7	3	9	4	8	7		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Michael Root</i>	Date ▶ <i>1/6/15</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

Bid Results

Bidder Details

Vendor Name Bound Tree Medical LLC
Address 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 United States

Respondee Christopher Fyffe
Respondee Title Senior Pricing Analyst
Phone 800-533-0523 Ext. 5374
Email Submitbids@Boundtree.com
Vendor Type NONE

Bid Detail

Bid Format Electronic
Submitted October 4, 2018 10:45:25 AM (Pacific)
Delivery Method Online 1:45PM EST
Bid Responsive
Bid Status Submitted
Confirmation # 155538
Ranking 0

Respondee Comment

Thank you for the Opportunity

Buyer Comment

Attachments

File Title	File Name	File Type
ITB FD18-132 Emergency Medical Supplies_Filled Out	ITB FD18-132 Emergency Medical Supplies_Filled Out.pdf	Completed Bid Document (all pages/sections) & any addenda

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
NO SUBSTITUTION							
1	Administration Set, IV, 83"						
	Item #1	Each	2000	\$1.4900	\$2,980.0000	\$2,980.0000	
2	Medical Box						
	Item #2	Each	24	\$49.3900	\$1,185.3600	\$1,185.3600	
3	Circuit, CPAP						
	Item #3	Each	300	\$33.0000	\$9,900.0000	\$9,900.0000	
4	Catheter, Angio, Autoguard, 18 gauge						
	Item #4	Per Box of 50	72	\$97.5000	\$7,020.0000	\$7,020.0000	
5	Detector, CO2, "Easy Cap"						
	Item #5	Per Box of 6	48	\$57.3000	\$2,750.4000	\$2,750.4000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Electrode Pad, AED						
	Item #6	Each	150	\$21.2900	\$3,193.5000	\$3,193.5000	
7	Supraglottic Airway #4						
	Item #7	Each	24	\$32.9900	\$791.7600	\$791.7600	
8	Test Strip						
	Item #8	Per Box of 50	200	\$75.8800	\$15,176.0000	\$15,176.0000	
9	Vacuum Splint, "Fasplint", Medium						
	Item #9	Each	72	\$23.1800	\$1,668.9600	\$1,668.9600	
				Subtotal	\$44,665.9800	\$44,665.9800	
	APPROVED EQUAL						
10	Emergency Blanket, 56 x 90"						
	Item #10	Each	400	\$1.5800	\$632.0000	\$632.0000	BTM: 16570 CURAPLEX
11	Burn Sheet, 60 x 90"						
	Item #11	Each	48	\$1.8100	\$86.8800	\$86.8800	BTM: 30061MS CURAPLEX
12	Stretcher Sheet, 40 x 90"						
	Item #12	Per Case of 50	100	\$23.9700	\$2,397.0000	\$2,397.0000	BTM: 3271-44100 CURAPLEX
13	Post-Mortem Bag, 36 x 90"						
	Item #13	Each	48	\$6.8000	\$326.4000	\$326.4000	BTM: 667000 ADI MEDICAL
14	Basin, 7 qt						
	Item #14	Each	600	\$0.5700	\$342.0000	\$342.0000	BTM: 721-H362-05EA MEDEGEN
15	Cold Pack, 6 x 9"						
	Item #15	Per Case of 50	100	\$13.5000	\$1,350.0000	\$1,350.0000	
16	Collar, Extrication, "Stifneck"						
	Item #16	Each	72	\$3.5900	\$258.4800	\$258.4800	
17	Dressing, IV, "Vena Guard"						
	Item #17	Per Box of 100	120	\$21.9400	\$2,632.8000	\$2,632.8000	
18	Endotracheal Tube Holder						
	Item #18	Each	500	\$2.7800	\$1,390.0000	\$1,390.0000	
19	Immobilizer, Head, "Sta Blok"						
	Item #19	Each	600	\$3.6700	\$2,202.0000	\$2,202.0000	

Emergency Medical Supplies (ITB FD18-132), bidding on October 4, 2018 11:00 AM (Pacific)

Printed 10/04/2018

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
20	Oxygen Cannula						
	Item #20	Per Case of 50	24	\$12.0000	\$288.0000	\$288.0000	BTM: 301-100EA CURAPLEX
21	Oxygen Mask, N/R, Adult						
	Item #21	Per Case of 50	36	\$32.5000	\$1,170.0000	\$1,170.0000	BTM: 30051 CURAPLEX
22	Airway, Oral, 100 mm						
	Item #22	Each	48	\$0.1200	\$5.7600	\$5.7600	Sold \$0.61/PK of 5; BTM: 13055 CURAPLEX
23	Airway, Nasopharyngeal, 26 FR						
	Item #23	Each	24	\$2.0600	\$49.4400	\$49.4400	BTM: 2021-18126 CURAPLEX
24	Bag Valve Mask						
	Item #24	Each	72	\$11.6900	\$841.6800	\$841.6800	
25	Endotracheal Tube, 6.5 mm						
	Item #25	Each	100	\$1.6000	\$160.0000	\$160.0000	BTM: 2113-10265 CURAPLEX
26	Esophageal Intubation Detector						
	Item #26	Each	100	\$1.9700	\$197.0000	\$197.0000	
27	Nebulizer, Small Volume						
	Item #27	Per Case of 50	36	\$26.5000	\$954.0000	\$954.0000	
28	Aerosol Mask, Adult						
	Item #28	Per Case of 50	12	\$20.5000	\$246.0000	\$246.0000	BTM: A911211 WESTMED, INC.
29	Towelette, Disinfecting						
	Item #29	Per Tub of 65	12	\$3.3200	\$39.8400	\$39.8400	Sold \$8.17/TB of 160; BTM: 1061-100 METREX
30	Self-Adherent Wrap, 2" x 5 yd						
	Item #30	Per Box of 36	200	\$21.9600	\$4,392.0000	\$4,392.0000	
31	Gauze Sponge, 4 x 4", Sterile						
	Item #31	Per Box of 50	100	\$3.7800	\$378.0000	\$378.0000	Sold \$1.89/BX of 25
32	Abdominal Pad, 5 x 9", Sterile						
	Item #32	Per Box of 25	300	\$2.7000	\$810.0000	\$810.0000	BTM: 1212-59124 MEDSOURCE

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
33	Gauze Bandage Roll, 4.5" x 4.1 yd						
	Item #33	Per Case of 100	24	\$134.0000	\$3,216.0000	\$3,216.0000	BTM: 150031 CARDINAL HEALTH
34	Filter Needle, Sterile, 20 gauge						
	Item #34	Each	24	\$0.3400	\$8.1600	\$8.1600	BTM: 625211 BD
35	Syringe, Luer Lock, 3 ml						
	Item #35	Each	300	\$0.0500	\$15.0000	\$15.0000	
36	Lancet						
	Item #36	Per Box of 200	300	\$13.9200	\$4,176.0000	\$4,176.0000	Sold \$6.96/BX of 100
37	Penlight, Disposable						
	Item #37	Per pack of 6	100	\$3.9600	\$396.0000	\$396.0000	BTM: 32762 CURAPLEX
38	Pipette						
	Item #38	Per pack of 5	100	\$5.5600	\$556.0000	\$556.0000	
39	Bandaid, Fabric, 1 x 3"						
	Item #39	Per Box of 100	700	\$2.7800	\$1,946.0000	\$1,946.0000	Sold \$1.39/BX of 50; BTM: J3005 CURITY
40	Hydrogen Peroxide, 16 fl oz						
	Item #40	Per Case of 24	300	\$23.2800	\$6,984.0000	\$6,984.0000	BTM: 25711 MEDIQUE
41	Rubbing Alcohol, 70%, 16 fl oz						
	Item #41	Per Case of 24	24	\$37.6800	\$904.3200	\$904.3200	
42	Alcohol Prep Pad, 70%						
	Item #42	Per Box of 200	100	\$1.5000	\$150.0000	\$150.0000	BTM: 1330-85300 CURAPLEX
43	Hand Sanitizer, 2 fl oz bottle						
	Item #43	Per Case of 24	500	\$22.5600	\$11,280.0000	\$11,280.0000	
				Subtotal	\$50,780.7600	\$50,780.7600	
	MEDS						
44	Adenosine, 6 mg / 2ml						
	Item #44	Each	500	\$2.1500	\$1,075.0000	\$1,075.0000	
45	Adenosine, 12 mg / 4 ml						
	Item #45	Each	500	\$11.5900	\$5,795.0000	\$5,795.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
46	Albuterol Sulfate						
	Item #46	Per Box of 25	300	\$38.7600	\$11,628.0000	\$11,628.0000	Sold \$46.51/BX of 30
47	Amiodarone, 150 mg						
	Item #47	Each	300	\$1.5500	\$465.0000	\$465.0000	
48	Aspirin (Chewable 81mg)						
	Item #48	Bottle	130	\$0.7000	\$91.0000	\$91.0000	
49	Atropine Sulfate, 1 mg						
	Item #49	Each	200	\$10.7100	\$2,142.0000	\$2,142.0000	
50	Calcium Chloride, 10 ml						
	Item #50	Each	300	\$9.4900	\$2,847.0000	\$2,847.0000	
51	Dextrose solution (glucocla)						
	Item #51	Bottle	175	\$2.2700	\$397.2500	\$397.2500	
52	Diphenhydramine, 50 mg vial						
	Item #52	Per Box of 25	100	\$22.5000	\$2,250.0000	\$2,250.0000	
53	Epinephrine, 1:10,000, 1 mg						
	Item #53	Each	5000	\$4.7400	\$23,700.0000	\$23,700.0000	
54	Epinephrine 1 :1000 1 mg						
	Item #54	Each	600	\$12.7700	\$7,662.0000	\$7,662.0000	
55	Glucagon Kit						
	Item #55	Each	500	\$167.8100	\$83,905.0000	\$83,905.0000	
56	Narcan (Naloxone)						
	Item #56	Each	800	\$33.3400	\$26,672.0000	\$26,672.0000	
57	Nitroglycerin, Aerosol, 400 mg						
	Item #57	Bottle	100	\$139.0800	\$13,908.0000	\$13,908.0000	
58	Ondansetron (Zofran) 4 mg tablets						
	Item #58	Tablet	400	\$0.8200	\$328.0000	\$328.0000	Sold \$24.57/BX of 30
59	Ondansetron (Zofran) 4 mg IV						
	Item #59	Vial	300	\$0.4700	\$141.0000	\$141.0000	
60	Sodium Bicarbonate, 50 ml						
	Item #60	Each	300	\$11.9200	\$3,576.0000	\$3,576.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
61	Sodium Chloride, 0.9%, 1000 ml						
	Item #61	Per Case of 12	300	\$53.5200	\$16,056.0000	\$16,056.0000	
62	Sodium Chloride, 0.9% 500 ml						
	Item #62	Per Case of 12	300	\$54.3600	\$16,308.0000	\$16,308.0000	
63	Sodium Chloride, 0.9%, 5 ml						
	Item #63	Per Box of 30	500	\$9.0000	\$4,500.0000	\$4,500.0000	
				Subtotal	\$223,446.2500	\$223,446.2500	
MISCELLANEOUS							
64	Discount - Provide percentage discount offered from manufacturer's price list on Miscellaneous Items not listed in bid. Vendor must enter percentage at the Unit Price (10% would be entered as .10)						
	Item #64	Percentage	0	\$0.3000	0	0	See Attached for Excluisions
				Subtotal	0	0	
				Total	\$318,892.9900	\$318,892.9900	