

BID NUMBER PA-00307

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



INVITATION TO BID

EMERGENCY MEDICAL SUPPLIES

CONTRACT NO. 29889

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: RICHMOND CITY VA STATE ON THE 10 DAY OF OCTOBER MONTH, 20 06.

COMPANY NAME: MCKESSON MEDICAL SURGICAL INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 8741 LANDMARK RD. CITY: RICHMOND STATE: VA ZIP: 23228

PHONE: 800-328-8111 FAX: 800-237-9766

SI Lawrence J. Burke (SIGNATURE) CFO (TITLE)

LAWRENCE J. BURKE (PRINT NAME) LARRY.BURKE@MCKESSON.COM (EMAIL ADDRESS)

SI Patrick D. McClenaghan (SIGNATURE) V.P. OPERATIONS (TITLE)

PATRICK D. MCCLENAGHAN (PRINT NAME) PAT.MCCLENAGHAN@MCKESSON.COM (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 1/2/07 Date

APPROVED AS TO FORM 12/11, 2006
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Senior Deputy

BID NUMBER PA-00307 revised (2)

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) 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 VIRGINIA
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

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: _____

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 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Virginia

County of Henrico

On 10/10/2006 Before me, Lawrence J. Burke, CFO
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Lawrence J. Burke
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.

WITNESS my hand and official seal.

Craig Southworth
SIGNATURE OF NOTARY
My Commission Expires May 31, 2010

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
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Virginia

County of Henrico

On Oct. 10, 2006 Before me, Patrick D. McCleaghnan, SVP Operations
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Patrick D. McCleaghnan
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.

WITNESS my hand and official seal.

Caryn Southworth
SIGNATURE OF NOTARY
My Commission Expires May 31, 2010

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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

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 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 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.

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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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 the Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

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.

12. 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.

13. 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.

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

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

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

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

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
 333 W OCEAN BLVD/PLAZA LEVEL
 LONG BEACH CA 90802

BID DUE DATE: OCTOBER 11, 2006

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>LENORE BLUEFORD</u>	<u>(562) 570-5384</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>CAPTAIN JASON HOSEA</u>	<u>(562) 570-2558</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the bid opening.

INSTRUCTIONS TO BIDDERS

17. 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.)

18. 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.

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 the Contractor for such an adjustment must be made within thirty 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 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 defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance 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.
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 loss, including but not limited to fines, penalties and corrective

CONTRACT – GENERAL CONDITIONS

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 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 does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

CONTRACT – GENERAL CONDITIONS

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. 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 City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
- The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's 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 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.

CONTRACT - GENERAL CONDITIONS

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. 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.

SPECIAL CONDITIONS

CONTRACT PERIOD

Twelve months after date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for the two additional one year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

- a. Price increase shall not exceed 8 % during the first renewal period.
- b. Price increase shall not exceed 8 % during the second renewal period.

BASIS OF AWARD OF CONTRACT

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

PRE-BID CONFERENCE

DATE: August 21, 2006
TIME: 1:30 PM
LOCATION: City of Long Beach Fire Department
925 Harbor Plaza
Long Beach, CA 90802
CONTACT: Lenore Blueford, Buyer
(562) 570-5384

It is recommended that all perspective bidders have a representative present at the Pre-Bid Conference. Any addendum to the bid as a result of the pre-bid conference shall be posted on the Purchasing web page (www.lbpurchasing.org) as an attachment to the bid package. Addendums shall be posted up to a minimum of three business days prior to the bid closing date. Bidders must submit all addendums with their bids or the bid will be rejected.

SPECIAL CONDITIONS

PRICING

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

Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and City sales tax, and Federal excise tax.

MAINTENANCE OF ADEQUATE STOCK

Contractor shall maintain adequate stock for timely deliveries, for "emergency" and "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.

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

APPROVED EQUAL

Items listed in "Bid Section" must be by listed manufacturer/brand name or "Approved Equal".

"Approved equals" means that the Fire Chief of the Long Beach Fire Department (LBFD), or his designee, shall make the determination, in his sole opinion and discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The determination by the Fire Chief or his designee shall be final.

The bidder may be requested to submit all data supporting its claim that material or equipment is an "equal".

Designee is: Captain Jason Hosea
(562) 570-2558

ON-LINE ORDERING AND CATALOGS

Does your company currently have on-line ordering: Yes _____ No _____

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

If your company currently provides on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and internet ordering (including the web address/URL).

SPECIAL CONDITIONS

MISCELLANEOUS PURCHASES

Miscellaneous items may be purchased in amounts not exceeding \$2,000 per order.

DELIVERY

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 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 2 day(s) after receipt of order.

The Contractor shall notify the Captain/Paramedics Coordinator, as designated below, on any delivery dates anticipated over five (5) business days. Notification shall include the reason for the delay and a new date for delivery

Captain/Paramedics Coordinator: Jason Hosea
Phone: (562) 570-2558
E-mail: jason_hosea@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" invoicing must be accompanied by written "Emergency Rush Order" confirmation from the City by fax or e-mail.

LATE DELIVERIES

The Contractor 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 material 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".

BID SECTION

SHIPPING INSTRUCTIONS

Prices quoted shall include all delivery and unloading charges to the City of Long Beach.

F.O.B. ADDRESS: City of Long Beach Fire Department
1465 Peterson Avenue
Long Beach, CA. 90803

ATTENTION: Steve Mortz

INVOICING

Invoicing must be submitted every thirty (30) days. Contractor shall provide two invoices to the City with each billing. One invoice shall be sent to Central Accounts Payable, 333 West Ocean Blvd, 6th floor, Long Beach, CA 90802. The second invoice shall be sent to the person at the LBFD. Contractor shall obtain the name and address of the LBFD contact.

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 (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the LBFD. Contractor must reference BPO number and not the BPO number on all invoices.

REFERENCES

Bidder shall furnish on a separate sheet of paper a list of three (3) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar products and services. The City intends to contact these customers to determine product reliability, Contractor's performance and service, and other information. Failure to include customer's references may void bid if the City has no prior experience with bidder.

ESTIMATED QUANTITIES

The quantities shown on the bid sheets are only estimates. Bidder is cautioned not to rely on past usage for quantities. City purchases are based on its needs and requirements. Bidder is advised that City needs and requirements may increase or decrease by 10% in the second contract year, but City does not guarantee such a change in needs and requirements.

BID SECTION

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

SALES TAX: UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
SECTION "A": MEDICAL SUPPLIES							
1	Airway, Nasopharyngeal, 26FR	Rusch	123126			100	\$ 5.29
2	Airway, Nasopharyngeal, 28FR	Rusch	123128			100	\$ 5.29
3	Airway, Nasopharyngeal, 30FR	Rusch	123130			100	\$ 5.29
4	Airway, Nasopharyngeal, 32FR	Rusch	123132			100	\$ 5.29
5	Airway, Oropharyngeal, 60mm	Rusch	1222-50			100	\$ 0.45
6	Airway, Oropharyngeal, 70mm	Rusch	1222-70			100	\$ 0.45
7	Airway, Oropharyngeal, 80mm	Rusch	1222-80			100	\$ 0.45
8	Airway, Oropharyngeal, 90mm	Rusch	1222-90			100	\$ 0.45
9	Angiocath, Autoguard, 18 GA x 1-1/4	BD	#381444			300 bx	\$ 2.062
10	Angiocath, Autoguard, 20 GA x 1-1/8	BD	#381434			300 bx	\$ 2.062
11	Alcohol Prep Pad (BX)	P.D.I.	58-204			200	\$ 0.0073
12	Alcohol, Rubbing, 16-oz	Cypress	23-00022			500	\$ 1.05
13	Bag, Bio Waste, Red 19 x 24 in, (CS)	Medical Action	03-8908			12	\$ 0.185
14	Bag, First Aid, "Pack Case Triple"	Iron Duck	#32499AT			12	\$ 87.98
15	Bag, Oxygen, "Breathsaver"	Iron Duck	#34018D			12	\$ 95.84
16	Bag, Paper #6 (PG)	Unisource	10085415			10	\$ 0.027
17a	Bandage, Coban @' (SC)	3M	#1582			60	\$ 1.66
17b	Bandage, as 17a	Cypress	#16-3202			60	\$ 0.86
18a	Bandage, Dressing, Kerlix (CS)	Kendall	#6715			60	\$ 1.57
18b	Bandage, Dressing, as 18a	Dukal	#645			60	\$
18c	Bandage, Dressing, as 18a	Cypress	#32642000			60	\$ 0.60
19a	Bandage, Multi Trauma	Kendall	#1967			200	\$ 2.80
19b	Bandage, Multi Trauma	Dukal	#1030TD			200	\$

BID SECTION

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
20	Bandage, Triangular, 40 x 40 x56	CYPRESS	16-5081			100	\$ 0.34
21	Bandaid Strip, Flexible Fabric, 1 x 3" (BX)	CYPRESS	16-4811			200	\$ 0.24
22	Basin, Wash, Rectangular, 7-qt	Vollrath	51489211			500	\$ 0.48
23	Blanket, Disposable Emergency, Yellow, 60 x 90	Tioi	18-077			500	\$ 1.95
24	Blood Pressure Cuff, Adult Palm Style,	ADC	#760			100	\$ 19.49
25	Blood Pressure Cuff, Child Palm Style	ADC	#775	ADC	01-775	50	\$ 12.94
26	Blood Pressure Kit, System 5 (all size)	ADC	#746			12	\$ 114.85
27	Box, Medical	Flambeau	#2072			20	\$
28	Box, Medical	Plano	#747M			12	\$ 86.93
29	Cable, ECG Patient 3 Lead	Zoll	#8000-0025-02			24	\$
30	Cleaning Solution, qt	Cidex	#2245			24	\$ 6.21
31	Cleaner, Hand Sanitizer 4-oz	Central Solutions	53-27032			200	\$ 1.12
32	Cold Pack, 4 x 6 in (CS)	CYPRESS	16-9701			100	\$ 0.40
33	Collar, Extrication, Peds (CS)	Laerdal	980200			12	\$ 5.31
34	Collar, Extrication, Stifneck Select (CS)	Laerdal	980011			100	\$ 5.79
35	Combitube Kit	NEILCOR	37FR			36	\$ 60.00
36	Combitube Kit	NEILCOR	41 FR			36	\$ 60.00
37	Container, Sharps, 4.7 qt	Medical Action Industries	184			200	\$ 3.73
38	Container, Sharps, "Stick Kit"	EM Innovations				500	\$
39	Detector, CO2, "Easy Cap II" (BX) ADULT ONLY	Neilcor	EASycap			100	\$ 13.55
40	Detector, Esophageal Intubation	Wolf Tory	#200			500	\$
41	Electrode, Monitoring Red Dot (CS)	3M	#2560			100	\$ 0.184
42a	Electrode, Multifunction "Hands Free"	Zoll	#8900-4003			200	\$ 35.63
42b	Electrode, Multifunction Hands Free	Kendall	#31469219			200	\$ 24.11
43a	Electrode, Multifunction, Peds "Hands Free"	Zoll	#8900-3000-01			36	\$
43b	Electrode, Multifunction, Peds Hands Free	Kimberly Clark	#3111-1720			36	\$ 37.50
44	Endotracheal Tube Set "Flexi-Set"	Rusch	7.0			200	\$ 4.53
45	Endotracheal Tube Set "Flexi-Set"	Rusch	7.5			200	\$ 4.53
46	Endotracheal Tube Set "Flexi-Set"	Rusch	8.0			200	\$ 4.53
47	Extrication Device	KED	125			6	\$ 111.75

BID SECTION

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
48	Gauze, Petrolatum 3 x 9 (BX)	DERMASCIENCE	20056			12	\$ 0.65
49a	Gloves, Exam, Latex "Ultra One" size Large (BX)	Ultra One	UL315-L			3000	\$ 0.13
49b	Gloves, Exam, Latex size Large (BX)	Thickster PF EX				3000	\$
49c	Gloves, Exam, Latex size Large (BX)	Code Blue	23-36			3000	\$ 0.123
49d	Gloves, Exam, Latex size Large (BX)	First Defense				3000	\$
50a	Gloves, Exam, Latex "Ultra One" size X/Large (BX)	Ultra One	UL315-XL			3000	\$ 0.125
50b	Gloves, Exam, Latex size X/Large (BX)	Thickster PF EX				3000	\$
50c	Gloves, Exam, Latex size X/Large (BX)	Code Blue	23-38			3000	\$ 0.123
50d	Gloves, Exam, Latex size X/Large (BX)	First Defense				3000	\$
51	Gloves, Exam, Nitrile Microflex, Size Large (BX)	MicroFlex	FFE-775L			24	\$ 0.13
52	Gloves, Exam, Nitrile Microflex, Size X-Large (BX)	MicroFlex	FFE-775XL			24	\$ 0.13
53	Gloves, High Risk, Sage, Size Large (BX)	SAGE	932483-1			24	\$ 0.334
54	Gloves, High Risk, Sage, Size X-Large (BX)	SAGE	932483-1			24	\$ 0.334
55	Glucose Tolerance Beverage, 10-oz	Neri	401009			200	\$ 1.38
56	Holder, Endotracheal Tube	Thomas				1000	\$ 2.87
57	Hydrogen Peroxide, 8-oz	CYPRESS	23-D0011			500	\$ 0.74
58	Immobilizer, Head "Sta Blok"	LAERDAL	70000001			2000	\$ 3.99
59	Dressing, IV "Veni-Gard"	Con Med	705-4431			2000	\$ 4.73
60	Lancet, "Safe T Pro" (BX)	Accu Chek	951			24	\$ 0.249
61	Lubricating Jelly, 2.7 gram packet (BX)	TRIAD	66-8942			36	\$ 0.027
62	Mask, Oxygen, Adult, Non-Rebreathing	UNOMEDICAL	86-106E			5000	\$ 0.99
63	Mask, Oxygen, Peds, Non-Rebreathing	UNOMEDICAL	86-322GE			1000	\$ 1.23
64	Mask, Aerosol, Adult	UNOMEDICAL	86-100E			1000	\$ 0.39
65	Mask, Aerosol, Peds	UNOMEDICAL	86-220F			1000	\$ 0.66
66	Mask, Respirator, N95 Regular Size (BX)	3M	1860			36	\$ 0.83
67	Nebulizer, Medication, 7 ft Tubing, Mouthpiece & 6-In Flextube	UNOMEDICAL	86-759E			1000	\$ 0.885
68	Pad, Abdominal, 5 x 9 in (BX)	CYPRESS	42502000			48	\$ 0.108
69a	Pad, Defib, Adult, Heartstream	Phillips				200	\$
69b	Pad, Defib, Adult	Kendal	#1000006			200	\$ 50.00

BID SECTION

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
70	Pad, Defib Peds, Heartstream	Phillips				80	\$
71	Penlight (PK)	Duisposable	AARON			500	\$ 0.94
72	Oximeter, Pulse, Sensor, Adult	Zoll	8000-0045			100	\$
73	Oximeter, Pulse, Sensor, Peds	Zoll	8000-0044			60	\$
74	Resuscitator, Manual, Adult	UNOMEDICAL	86-721E			500	\$ 13.97
75	Resuscitator, Manual, Peds	UNOMEDICAL	86-726E			100	\$ 15.95
76	Resuscitator, Manual, Infant	UNOMEDICAL	86-731E			60	\$ 16.32
77	Shears, Paramed Mini, 5-1/2 in	A.D.C.	321BK			500	\$ 2.75
78	Shears, Paramed 7-1/4 in	A.D.C.	01-320BK			500	\$ 2.31
79	Sheet, Burn, Disposable, Sterile, 60 x 90 in	GAM	30-01			300	\$ 3.95
80	Sheet, Drape, Poly Sided, 40 x 90 in (CS)	TID1	18-829			150	\$ 0.416
81	Splint, Cardboard, Wrist 12in	MORRISON	1501			100	\$ 0.70
82	Splint, Cardboard, Arm 18 in	MORRISON	152			100	\$ 0.88
83	Splint, Cardboard Leg 28 in	MORRISON	1522			100	\$ 1.25
84	Sponge, Sterile, 4 x 4 (BX)	CYPRUSS	44222000			1000	\$ 0.023
85	Stethoscope, Double Tube	ADR	841R			100	\$ 9.31
86	Strip, Blood Glucose Test, Precision (BX)	Medi Sense	NDC57599-0116-5			400	\$ 47.70
87	Suction Starter Kit	V-Vac	985015			36	\$ 61.87
88	Suction Cartridge	V-Vac	985001			100	\$ 15.85
89	Suction Canister, 1200 ml	Cardinal Health	#65651-212			200	\$ 2.71
90a	Suction Canister	Laerdal	#L884702			300	\$ 21.17
90b	Suction Canister	Bemis	#424410			300	\$ 2.20
91	Syringe, 1cc TB with 5/8 Needle 25GA	EXEL	26044			1000	\$ 0.10
92	Syringe, 3 cc	Luer Lock	26200	EXEL		1000	\$ 0.64
93	Syringe, 5cc	Luer Lock	26230	EXEL		1000	\$ 0.117
94	Syringe, 10cc	Luer Lock	26265	EXEL		1000	\$ 0.121
95	Syringe, 30 cc	Luer Lock	26290	EXEL		500	\$ 0.20
96	Syringe, Bulb, Ear & Ulcer	BUSSE	25-403			200	\$ 0.89
97	Tape, Surgical, Rayon 2in (BX)	CYPRUSS	16-47120			100	\$ 1.41
98	Tape, Surgical, Rayon 1 in (BX)	CYPRUSS	16-47110			100	\$ 0.71

BID SECTION

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
99	Tape, Surgical, Rayon, 1/2 in (BX)	Cypress	16-97105			24	\$ 0.340
100a	Tourniquet, Arm, Velcro	Tech Med	4410			400	\$ 1.55
100b	Tourniquet, Arm, Velcro	ADC	#340			400	\$ 1.93
101	Towel, Teri, 4 ply, 9-3/4 x 16-1/2 (CS)	KC	34790			100	\$ 0.066
102	Yankauer Suction Instrument	BUSSE	299			300	\$ 0.75

NEW ITEMS ADDED:

103	Splint, Vacuum, Small	Hartwell Medical Fasplint	#FS801			100	\$ 16.60
104	Splint, Vacuum, Medium	Hartwell Medical Fasplint	#FS802			100	\$ 18.50
105	Splint, Vacuum, Large	Hartwell Medical Fasplint	#FS803			100	\$ 29.50

SECTION B: All pharmaceuticals are to be manufactured and distributed by companies located in the United States. Additionally these manufacturers and distributors must meet the production standards of the United States Food and Drug Administration (US FDA) and the United States Pharmacopelial Convention (USP).

1	Adenocard, 6mg/2ml	Injection USP	NDC0469-8234-12			100	\$ 36.39
2	Adenocard, 12mg/4ml	Injection USP	NDC0469-8234-14			500	\$ 69.03
3	Albuterol Sulfate, Inhalation Solution 0.082% (BX)		NDC49502-697-24			200	\$ 0.132
4	Aspirin, Child, Chewable, 81 mg (BT)		NDC0182-1420-95			2000	\$ 0.033
5	Atropine Sulfate, 1mg	Injection USP	NDC0409-4911-34			100	\$ 2.99
6	Atropine Sulfate, 1mg Vial		NDC63323-246-01			100	\$ 1.98
7	Calcium Chloride, 10%, 1 gm	Injection USP	NDC0409-4928-34			4000	\$ 2.94
8	Dextrose, 50% 25 gm per 50 ml	Injection USP	NDC0548-2001-00			100	\$ 5.63
9	Dextrose, 25% 2.5 gm	Injection USP	NDC0074-1775-10			200	\$ 3.10
10	Diphenhydramine HCl, 50 mg	Injection USP	NDC04092290-31			100	\$ 1.22
11	Dopamine HCl, 400 mg vial		NDC0517-1905-25			6000	\$ 2.35
12	Epinephrine, 1:10,000 1 mg	Injection USP	NDC0409-4921-34			200	\$ 2.57
13	Epinephrine, 1:1000 (Ampuls)	Injection USP	NDC0074-7241-01			200	\$ 0.80
14	Furosemide, 40 mg		NDC0409-9631-04			200	\$ 2.45
15	Glucagon Kit, 1 mg		NDC0169-7065-15			200	\$ 87.44

BID SECTION

	Description	Manufacturer	Manuf ID	Approved Equal Mfr	Approved Equal Manuf ID	Annual Qty	Unit Price
16	Lidocaine, 2% 100 mg		NDC0074-1323-05			1000	\$ 1.94
17	Naloxone Hydrochloride, 1 mg		NDC0548-3369-00			100	\$ 13.80
18	Nitrolingual, Pump Spray (400 mcg per spray)		NDC59630-300-20			100	\$ 91.91
19	Sodium Bicarbonate, 8.4% 50 ml	Injection USP	NDC0409-6637-34			6000	\$ 2.86
20	Sodium Chloride, 0.9% 1000 ml	Injection USP	NDC0264-7800-00			200	\$ 0.94
21	Sodium Chloride, 0.9% 250 ml	Injection USP	NDC0264-7800-20			600	\$ 0.95
22	Sodium Chloride, 0.9% 5ml (BX)	Injection USP	NDC63807-0100-50				0.63

BID SECTION

AMENDMENT ONE: CLAIRIFICATION AND ADDITIONAL INFORMATION ON ITEMS - 08/23/06

NOTE: ALTERNATES MUST BE RECEIVED BY 09/06/06 – NO LATER

NOTE: PRICE BY EACHES IF POSSIBLE

PG.	ITEM #	DESCRIPTION	CLARIFICATION / ADDITIONAL INFO
16	10	TYPE-O Was: 1-1/4	Correct: 1-1/6
17	39		Adult only
18	86		NDC57599-0116-5
18	91		25 GA
19	1		NDC0469-8234-12
19	2		NDC0469-8234-14
19	3		NDC49502-697-24
19	4		NDC0182-1420-95
19	5		NDC0409-4911-34
19	6		NDC63323-246-01
19	7		NDC0409-4928-34
19	8		NDC0548-2001-00
19	9		NDC0074-1775-10
19	10		NDC04092290-31
19	11		NDC0517-1905-25
19	12		NDC0409-4921-34
19	13		NDC0074-7241-01
19	14		NDC0409-9631-04
19	15		NDC0169-7065-15
19	16		NDC0074-1323-05
19	17		NDC0548-3369-00
19	18		NDC59630-300-20
19	19		NDC0409-6637-34
19	20		NDC0264-7800-00
19	21		NDC0264-7800-20
19	22		NDC63807-0100-50

BID SECTION

AMENDMENT TWO: ACCEPTED ALTERNATES AND NEW ITEMS (09/26/06):

NOTE: PRICE BY EACHES IF POSSIBLE

CHANGES AND NEW ITEMS:

PG. ITEM # DESCRIPTION

15	17b	Cypress #16-3202	Accepted alternate
15	18b	Dukal #645	Accepted alternate
15	18c	Cypress #32642000	Accepted alternate
15	19b	Dukal #1030TD	Accepted alternate
16	42b	Kendall #31469219	Accepted alternate
16	43b	Kimberly Clark #3111-1720	Accepted alternate
17	49b	Thickster PF EX lrg gloves	Accepted alternate
17	49 c	Code Blue lrg gloves	Accepted alternate
17	49d	First Defense lrg gloves	Accepted alternate
17	50b	Thickster PF EX x-lrg gloves	Accepted alternate
17	50c	Code Blue S-lrg gloves	Accepted alternate
17	50d	First Defense S-lrg gloves	Accepted alternate
17	69b	Kendal #1000006	Accepted alternate
18	90b	Bemis #424410	Accepted alternate
19	100b	ADC #340	Accepted alternate
19	103	Hartwell Medical Fasplint #FS801	NEW ITEM – NO ALTERNATES ACCEPTED
19	104	Hartwell Medical Fasplint #FS802	NEW ITEM – NO ALTERNATES ACCEPTED
19	105	Hartwell Medical Fasplint #FS803	NEW ITEM – NO ALTERNATES ACCEPTED

MCKESSON

Empowering Healthcare

October 9, 2006

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

We are pleased to submit our response to **Bid # PA-00307** for **Emergency Medical Supplies** due on October 11, 2006.

McKesson would like to clarify the following from the review of the contract—General and Special Conditions:

- Page 7, Paragraph 3
 - **McKesson Medical-Surgical (MMS) should have the right to demand payment for or return of any products sold and unpaid prior to termination of Contract.**
- Page 7, Paragraph 6
 - **MCKESSON MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER AND EACH FACILITY SHALL LOOK TO THE VENDOR OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN MCKESSON) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MCKESSON HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.**

NEITHER CUSTOMER NOR A FACILITY SHALL HOLD MCKESSON LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND, UNLESS SUCH DEFECT RESULTS FROM THE WILLFUL DEFAULT OR GROSS NEGLIGENCE OF MCKESSON. CUSTOMER AND A FACILITY AGREE TO FILE SOLELY WITH THE VENDOR OF THE PRODUCTS OR PROVIDER OF SERVICES ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE,

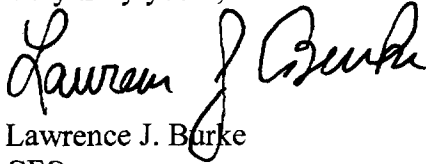
DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

IN NO EVENT WILL MCKESSON BE LIABLE TO CUSTOMER OR A FACILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES.

- Page 7, Paragraph 7: **MMS will not indemnify City for claims “connected with”.**
- Page 7, Paragraph 8:
 - **McKesson will like to note that notwithstanding the foregoing, City shall provide McKesson Medical-Surgical a minimum of ninety (90) days notice prior to terminating this Contract for any reason.**
- Page 7, Paragraph 9: **MMS would be required to reimburse City for the direct costs of failing to provide products as specified.**
- Page 7, Paragraph 9:
 - **McKesson will like to note that notwithstanding the foregoing, City shall provide McKesson Medical-Surgical a minimum of ninety (90) days notice prior to canceling this Contract for any reason.**
- Page 7, Paragraph 10:
 - **McKesson will like to note that products and services shall be deemed Accepted if City has not notified McKesson Medical-Surgical of a non-conformity within 24 hours after deliver of such product or service.”**
- Page 9, Paragraph 29.C.:
 - **McKesson will like to note that notwithstanding the foregoing, Supplier shall be allowed to self-insure its coverage through the use of its captive insurer.”**
- Page 12, Paragraph (Maintenance of Adequate Stock):

- **MMS usually do not have control over the expiration date of products as we ship them out when we received them from the manufacturer. MMS will do it's best to adhere to the city's requirement if possible.**

Very truly yours,

A handwritten signature in black ink that reads "Lawrence J. Burke". The signature is written in a cursive style with a large, prominent initial "L".

Lawrence J. Burke
CFO

TO: LENORE BLUEFORD
FROM: CHRIS SHIELDS
DATE: October 30, 2006
RE: CORPORATE RESOLUTION

As per your request, I attach the corporate resolution that confirms Patrick D. McClenaghan's authority to sign documents as an officer of McKesson Medical-Surgical Inc.

Please feel free to call me at 804-553-2092 if I can be of further assistance.

Best regards.

**CERTIFIED COPY OF RESOLUTIONS
ADOPTED BY THE
BOARD OF DIRECTORS
OF
McKESSON MEDICAL-SURGICAL INC.**

RESOLVED, that the following named persons are elected to the office or offices of the Corporation set forth opposite their respective names, to hold such office or offices until their successors are elected and qualify:

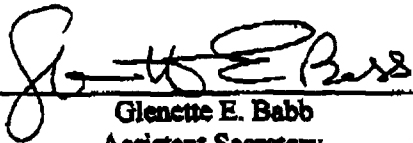
Brian S. Tyler	President
John H. Hammergren	Executive Vice President
Paul C. Julian	Executive Vice President
Nicholas A. Loiacono	Vice President and Treasurer
Laureen E. Seeger	Vice President and Secretary

RESOLVED, FURTHER, that the following named persons are appointed to the office or offices of the Corporation set forth opposite their respective names, to hold such office or offices until their successors are appointed and qualify:

Lawrence J. Burke	Senior Vice President and Chief Financial Officer
Gary H. Keeler	Senior Vice President and President Alternate Care
Patrick D. McClenaghan	Senior Vice President Operations
John McDonough	Senior Vice President Supplier Initiatives
Terrance Pfab	Senior Vice President and Chief Information Officer
Laura Schwertz	Senior Vice President Human Resources
Nina Vitagliano	Vice President and Controller

I CERTIFY that the foregoing is a true and correct copy of certain resolutions duly adopted by unanimous written consent of the Board of Directors of McKesson Medical-Surgical Inc. on October 5, 2006, and that said resolutions have not been rescinded or amended and are now in full force and effect.

WITNESS my hand and the seal of said Corporation this 30th day of October, 2006.



 Glennette E. Babb
 Assistant Secretary