



**City of Palm Coast**  
**Agenda**  
**City Council Business**  
**Meeting**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
www.palmcoastgov.com

**Mayor David Alfin**  
**Vice Mayor Ed Danko**  
**Council Member Cathy Heigher**  
**Council Member Nick Klufas**  
**Council Member Theresa Pontieri**

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**Tuesday, May 7, 2024**

**6:00 PM**

**City Hall - Community Wing**

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**City Staff**

**Lauren Johnston, Acting City Manager**

**Marcus Duffy, City Attorney**

**Kaley Cook, City Clerk**

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session.
- Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE**

**C. ROLL CALL**

**D. PROCLAMATIONS AND PRESENTATIONS**

- 1. PRESENTATION - 2024 LEGISLATIVE SESSION OVERVIEW AND 2025 LEGISLATIVE PRIORITY DISCUSSION**
- 2. PRESENT CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS**

3. **PROCLAMATION - MAY 2024 AS NATIONAL PRESERVATION MONTH**
4. **PROCLAMATION - MAY 2024 AS NATIONAL TENNIS MONTH**
5. **PROCLAMATION - THE WEEK OF MAY 1-7, 2024, AS ELKS NATIONAL YOUTH WEEK**
6. **PROCLAMATION - THE WEEK OF MAY 5-11, 2024, AS PUBLIC SERVICE RECOGNITION WEEK**

**E. PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council’s Meeting Policies and Procedures:

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
  - (a) direct all comments to the Mayor;
  - (b) make their comments concise and to the point;
  - (c) not speak more than once on the same subject;
  - (d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
  - (e) obey the orders of the Mayor or the City Council; and
  - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

**F. MINUTES**

7. **MINUTES OF THE CITY COUNCIL:  
APRIL 16, 2024, BUSINESS MEETING  
APRIL 23, 2024, BUDGET WORKSHOP**



**G. ORDINANCES SECOND READ**

- 8. ORDINANCE 2024-XX AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES OF THE CITY OF PALM COAST**

**H. RESOLUTIONS**

- 9. RESOLUTION 2024-XX APPROVAL OF A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN OF OLD KINGS ROAD SOUTH PHASE TWO PROJECT**

**I. CONSENT**

- 10. RESOLUTION 2024-XX APPROVING PIGGYBACKING THE CONTRACT BETWEEN QUADMED, INC., AND OSCEOLA COUNTY, FLORIDA**
- 11. RESOLUTION 2024-XX APPROVING PIGGYBACKING THE BREVARD COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING OF THE AGREEMENT FOR AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS AS NEEDED**
- 12. RESOLUTION 2024-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING FOR JOHN DEERE OEM PARTS AND SERVICES AS NEEDED**
- 13. RESOLUTION 2024-XX APPROVING A PIGGYBACK CONTRACT WITH DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, WITH EMPIRE OFFICE/STEELCASE, INC., FOR THE PURCHASE AND INSTALLATION OF FURNITURE AND EQUIPMENT CITYWIDE ON AN AS-NEEDED BASIS**
- 14. RESOLUTION 2024-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH BOZARD FORD TO PURCHASE ONE (1) 2023 FORD F350**

**J. PUBLIC PARTICIPATION**

Remainder of Public Comments is limited to three (3) minutes each.

**K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

**L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**N. ADJOURNMENT**

**15. AGENDA WORKSHEET AND CALENDAR**

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PRESENTATION - 2024 LEGISLATIVE SESSION OVERVIEW AND 2025 LEGISLATIVE PRIORITY DISCUSSION	
<b>Presenter:</b> Jason DeLorenzo, Chief of Staff, and Laura Boehmer, The Southern Group	
<b>Attachments:</b> <ol style="list-style-type: none"><li>1. 2024 Legislative Priorities Presentation</li><li>2. The Southern Group Presentation</li><li>3. 2025 Proposed Legislative Priorities</li></ol>	
<b>Background:</b> <p>The City has a contract with The Southern Group to provide state lobbying services. Our registered lobbyist, Laura Boehmer, specializes in advocating for local governments. Ms. Boehmer will present an overview of the 2024 legislative session and describe key legislation that will affect local governments and residents of Palm Coast.</p> <p>Following Ms. Boehmer's presentation, staff will review a list of potential priorities for the upcoming 2025 state legislative session for City Council's discussion.</p>	
<b>Recommended Action:</b> <b>FOR PRESENTATION AND DISCUSSION</b>	





PALM COAST

City of Palm Coast  
2024 State Legislative Update

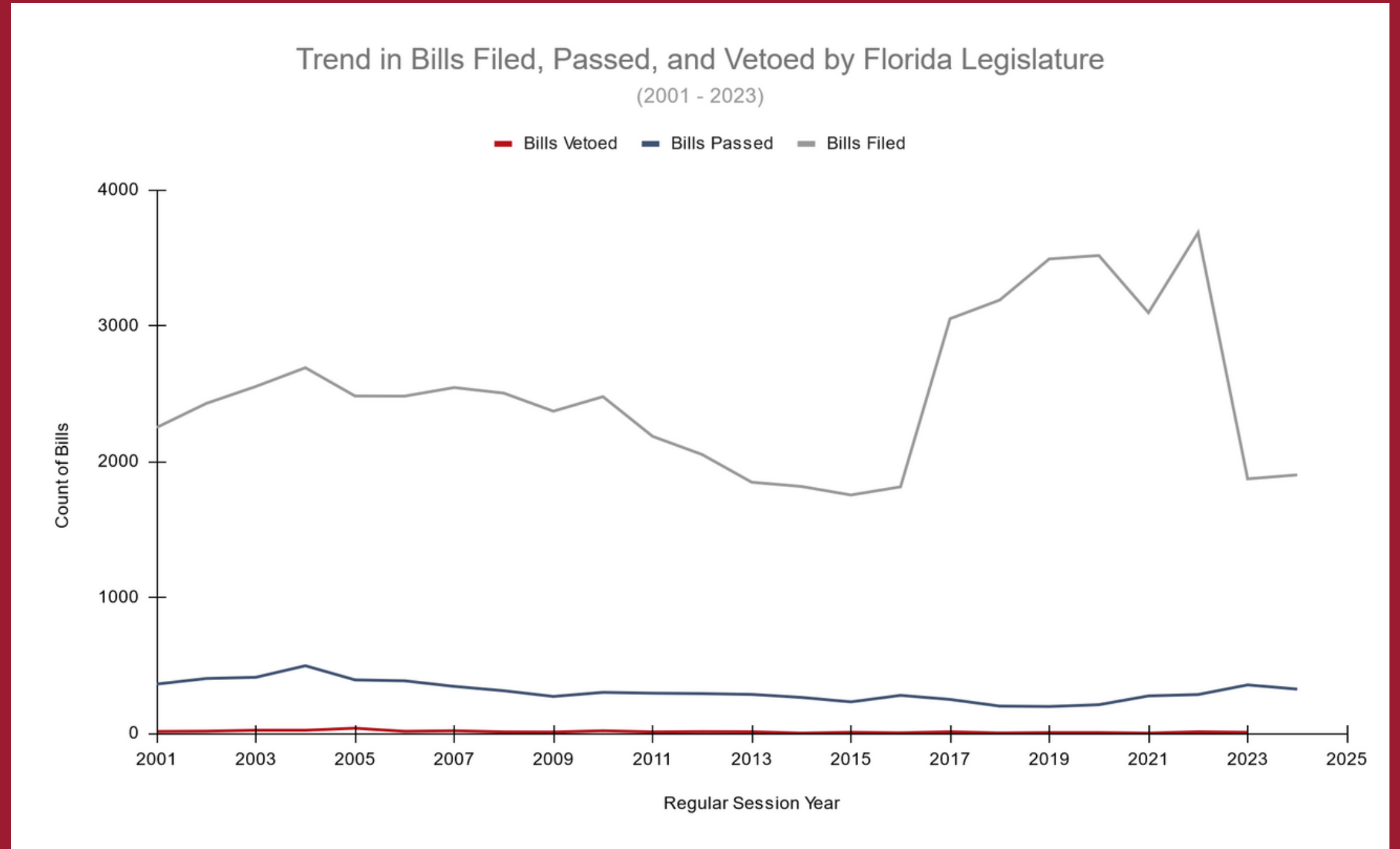
Laura Boehmer





# Session Stats

- 1,957 bills were filed this session.
- 325 bills passed both chambers.
- 2,196 amendments were filed in both chambers.
- 43 floor sessions were held.
- 3,051 votes were taken.



# State Budget Highlights

## Recording-breaking budget

Budget negotiations between the House and Senate yielded a historic \$117.46 billion budget for Fiscal Year 2024-25.

This includes \$10 billion in reserves

### Transportation, Infrastructure & Economic Development

16.17%

### K-12 & Higher Education

27.32%

### Public Safety

5.80%

### Environment

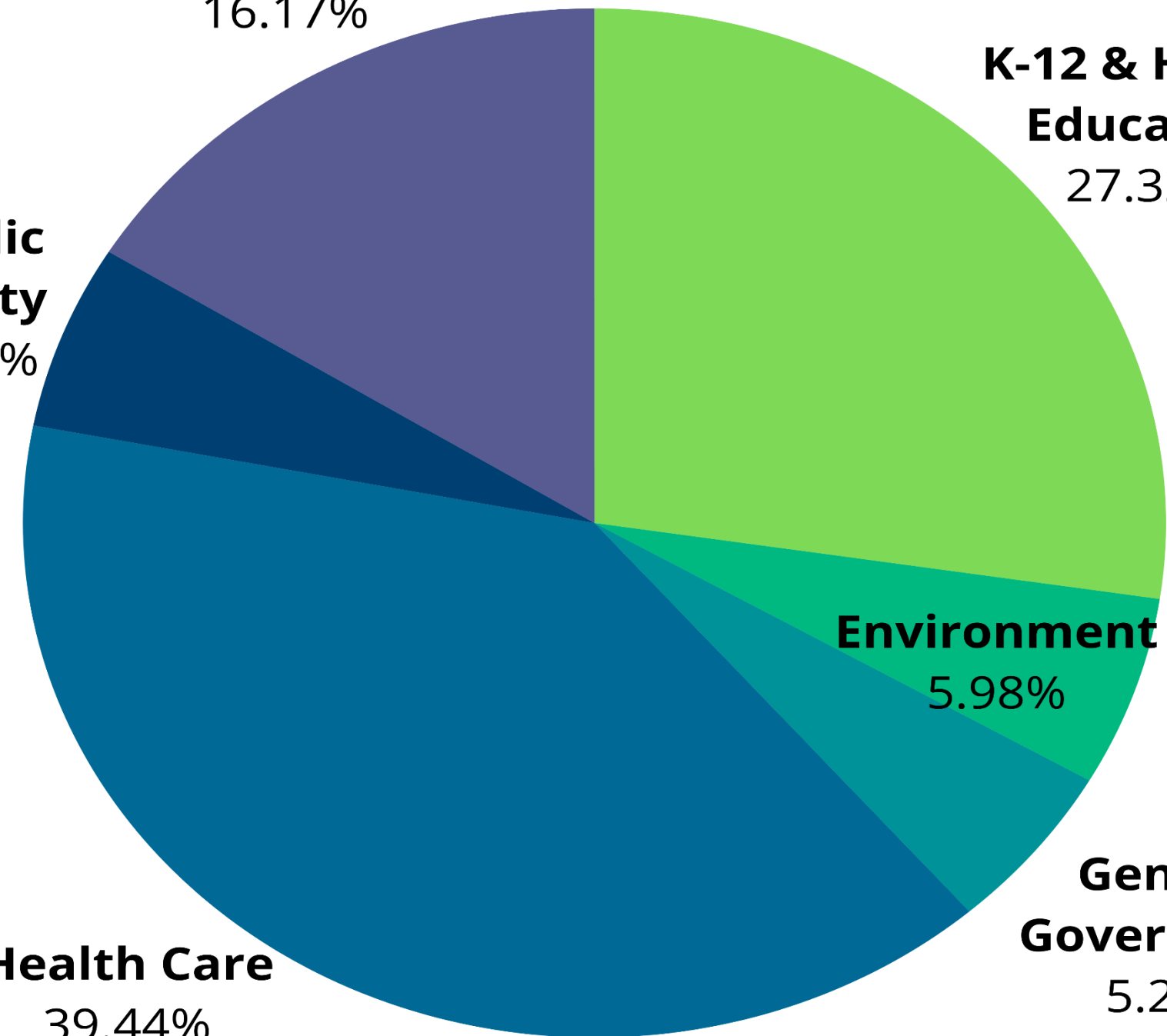
5.98%

### Health Care

39.44%

### General Government

5.28%



# City of Palm Coast Budget Items

Palm Coast Colbert/ Blare Drainage Improvements - \$4,000,000

Palm Coast Rapid Infiltration Basin Land Acquisition - \$2,000,000

Palm Coast Regional Rapid Infiltration Basin Expansion - \$5,000,000

Palm Coast Wastewater Treatment Facility No. 1 Capacity Expansion - \$1,000,000

# City of Palm Coast Budget Items

Loop Road Connector - Phase 4 - \$30,100,000

Palm Coast Parkway Extension Loop Road - \$24,950,000

Matanzas Woods Parkway Extension Loop Road - Phase 2A - \$24,950,000

Town Center YMCA Construction (HF 3018) (SF 3647)..... 6,000,000

- The final budget was passed by both chambers on March 7, 2024 and is waiting to be sent to the Governor for final approval. Once the Governor receives the final budget, he will have 14-days, per the State Constitution, to line-item veto or approve the budget.



# Budget Highlights

The budget for Fiscal Year 23-24 totals \$117.5 billion, and includes nearly \$10 billion in reserve funding.

## Affordable Housing:

- State Housing Initiatives Partnership (SHIP) program: \$174M
- State Apartment Incentive Loan (SAIL) program: \$234M
- Florida Hometown Hero Housing Program: \$100M
  - This program provides down payment and closing cost assistance to first-time, income-qualified homebuyers so they can purchase a primary residence in the community in which they work and serve. The Florida Hometown Heroes Loan Program also offers a competitive first mortgage interest rate and additional special benefits to those who have served and continue to serve their country. Eligible frontline community workers are law enforcement officers, fire fighters, educators, healthcare professionals, childcare employees, and active military or veterans.

## Transportation Funding

- Transportation Work Program: \$13.98B

## Cybersecurity:

\$40 million in funding from the previous fiscal year budget is appropriated for the same purpose for nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs

# Budget Highlights

The budget for Fiscal Year 23-24 totals \$117.5 billion, and includes nearly \$10 billion in reserve funding.

## Environment

- Resilient Florida Grant Program- \$150M
- Drinking Water and Wastewater Revolving Loan programs -\$1.3 billion
- Wastewater Grant Program - \$135M
- Florida Forever- \$100M, including \$15M for Florida Communities Trust, which funds urban parks

## Tourism & Economic Development

- Visit Florida- \$80M
  - Specifically, \$5 million from the Tourism Promotional Trust Fund is provided for VISIT FLORIDA to develop marketing for nature-based tourism and trail towns.
- Job Growth Grant Fund - \$130.4 million

# Key Legislation - Passed

## Affordable Housing Clarifications (SB 328/ HB 1239)

The bill amends the 2023 Live Local Act's land use and zoning provisions for affordable multifamily rental developments to:

- Preempt a local government's floor area ratio for qualifying developments.
- Specify that a local government must reduce parking requirements for qualifying developments by at least 20 percent if the development is located within one-half mile of certain transportation facilities and has available parking within 600 feet. Modify the building height entitlement to address situations where a qualifying development is adjacent to single family parcels.
- Make clarifying changes pertaining to the density, height, and floor area ratio entitlements for qualifying developments.
- Require local governments to publish procedures and expectations for the administrative approval of qualifying developments.
- Clarify that only the affordable units in a qualifying development must be rental units.
- Impose special qualifiers for developments within a transit-oriented development or area. The bill makes a special provision to allow an applicant of a qualifying development who applied to the local government prior to the effective date of the bill to proceed under the applicable land use and zoning provisions of the Live Local Act as they existed as the time of submittal of the application.



# Tax Package

## HB 7073- Taxation

Each session, the Legislature passes a comprehensive tax relief package. Contains provisions for tax relief and changes to tax policy including:

- Reduces the sales tax rate on commercial leases from 4.5 percent to 2 percent beginning June 1, 2024, assuming certain thresholds are met before June 1.
- 4 sales tax holidays:
  - 14-day “back-to-school” tax holiday;
  - Two 14-day “disaster preparedness tax holidays for specified disaster preparedness supplies;
  - One-month “Freedom Month” tax holiday for specified recreational items and activities;
  - 7-day “Tool Time” tax holiday for tools/equipment used in skilled trades.
- Appropriates \$450 million to the Toll Relief Program
- Includes a 1-year relief for residential property insurance policyholders, covering the cost of insurance premium tax and the State Fire Marshal assessment for residential property insurance policies written between October 1, 2024, and September 30, 2025, for a twelve-month coverage period.

The final bill passed by the House and Senate DID NOT include:

- 6-year Repeal and Reauthorization of Tourist Development Taxes
- 10-year Repeal and Reauthorization of Local Option Sales Taxes

## **Affordable Housing Provisions:**

Revises the “Missing Middle” Property Tax Exemption authorized in s. 197.1978(3) to allow a taxing authority to opt out of the exemption for its levy by a two-thirds vote if:

- A finding is made by a taxing authority that the most recently published Shimberg Center for Housing Studies Annual Report identifies that a county that is part of the jurisdiction the taxing authority is within a Metropolitan Statistical area or region where the number of affordable and available units is greater than the number of renter households for the category entitled “0 -120 percent AMI”.
- The opt out is good for two years and may be reenacted if the above conditions are again met.
- Any property that has received the exemption prior to a local government opting out will continue to receive the exemption.
- Creates a new Property Tax Exemption for Affordable Housing Properties (s. 197.1978 (4)).

The exemption is available to properties that all the following conditions:

Properties that contain 70 or more units

- Subject to a land use restriction requiring the units are to provide affordable housing to persons or families meeting the extremely low, very low or low income for a period of 99 years.
- Must be substantially completed within 2 years of the date of application.
- Must be composed of an improvement to land where no previous improvement existed, or an old improvement was removed.

# Key Legislation - Passed

## Expedited Approval of Residential Building Permits - SB 812/ HB 665

- Requires municipalities/ counties to establish a development program for subdivisions and planned communities with a two-step process for obtaining a preliminary and final plat.
- Allows developers to obtain building permits and begin the construction process prior to the issuance of final plat.
- Provides numerous protections for local governments as it relates to indemnification and performance bonds to hold the developers accountable.

## Alternative Mobility Funding System - SB 688/ HB 479

- Mandates that local governments use recent and localized data for determination of impact fees in the authorizing study.
- Requires coordination of transportation impact fee calculations and collections among local governments where a city and a county impose fees on a development: •

## Vacation Rentals - SB 280/ HB 1537

- Implements regulations for vacation rentals, including registration, inspection, and operation guidelines, and mandates advertising platforms to collect and remit taxes on rentals.
- Allows local government to require registration of vacations rentals. Requirements include: Identifying information about the owner and the operator of the vacation rental, proof of license issued by DBPR and that all required tax registration has been obtained, payment in full all outstanding code liens, maximum occupancy not to exceed two persons per bedroom, among others.



# Key Legislation - Passed

## Vacation Rentals - SB 280/ HB 1537 (continued)

- Adds to the scope of the state preemption of public lodging establishments and public food service establishments by preempting “licensing” regulations, and revises the scope of the express state preemption on vacation rentals to allow local jurisdictions to amend local regulations to:
  - Be less restrictive; or
  - Comply with local registration requirements.
- Allows local governments to implement a local vacation rental registration program.
- Provides that the statutory provisions governing the local registration of vacation rentals do not apply to any county law, ordinance, or regulation initially adopted on or before January 1, 2016, that established county registration requirements for rental of vacation rentals, and any amendments thereto adopted before January 1, 2024.
- Provides that such county law, ordinance, or regulation may not be amended or altered except to be less restrictive or to adopt registration requirements as provided in such provisions.
- Authorizes local governments to charge a reasonable fee per unit for processing an individual registration application.
- Authorizes local governments to charge a reasonable fee for certain inspections.
- Allows local governments to fine vacation rental operators up to \$500, file and foreclose on a lien based on the fine, suspend registrations, and employees, and revoke or refuse to renew a registration, for violations of the local registration requirements.

# Key Legislation - Passed

## Unauthorized Public Camping and Public Sleeping- HB 1365 / SB 1530

This bill prohibits a county or municipality from authorizing or otherwise allowing any person from regularly engaging in public camping or sleeping on any public property, public building, or public right-of-way under the counties or municipality's jurisdiction, unless the county designates property for such purposes.

- By a majority vote of the county's governing body may approve a designated area of public property to be used for purposes of public camping or sleeping for a continuous period of no longer than one year. If the designated property is within the boundaries of a municipality, this approval is contingent upon the consent of the municipality by a majority vote of its governing body.
- A county designation is not effective until the Department of Children and Families certifies the designation. In order to obtain this certification, a county must submit a request to the Secretary of the Department certifying and providing documents proving the following:
  - There are not sufficient open beds in homeless shelters in the county for the homeless population.
  - The designated property is not contiguous to a property designed for residential use by the county or municipality in the local government comprehensive plan and future land use map.
  - The designated property would not adversely and materially affect the property value or safety of existing residential property, commercial property, or children within the county or municipality.
  - Beginning January 1, 2025 – a person or business is authorized to bring a civil action against any county or municipality to enjoin a violation of the prohibitions and conditions and to recover their attorney fees and costs.
- Status: Signed into law by Governor DeSantis on March 20, 2024



# Key Legislation - Passed

## Deregulation of Public Schools - SB 7002

- The bill establishes deregulation measures for public school district finance, budgeting, facilities, and oversight, aimed at increasing flexibility and reducing regulatory burdens on district school boards.
- As part of this deregulation, the bill revises the current requirement in s. 252.38, F.S., that school boards provide necessary personnel to *staff* facilities used as emergency shelters. The new provision of requires school boards to provide necessary personnel to *access* the facilities or provide other duties related to the facilities as required by the county emergency management plan and program.

## Improvements to Real Property – SB 770/ HB 927

- The bill clarifies that a PACE program administrator may only offer residential financing within the jurisdiction of a county or municipality that has authorized the program by ordinance or resolution.
- The bill also expands the eligible uses of the program to include advanced wastewater treatment and flood mitigation but remove solar energy as an eligible use. Lastly, the bill tightens the consumer protections surrounding the program, including additional disclosure requirements and greater financial scrutiny on a property owner's ability to repay.

# Key Legislation - Passed

## Local Regulation of Nonconforming and Unsafe Structures – SB 1526/ HB 1647

This bill creates the Resiliency and Safe Structures Act, providing that a local government may not prohibit, restrict, or prevent the demolition of the following structures for any reason other than public safety:

- Nonconforming structures
- Structures or buildings determined to be unsafe by a local building official; and
- Structures or buildings ordered to be demolished by a local government that has proper jurisdiction
- Status: Signed into law by Governor DeSantis on March 22, 2024

## Building Regulation - SB 684/ HB 267

- The bill provides the statutory framework for the approval of building permits. While the bill shortens the existing timeframes, or “shot clocks,” for building permit review, the bill allows flexibility for local governments in requesting additional information of the applicant to ensure compliance with the building code.
- Local governments are able to establish the review procedure within this shot clock that best fits its department's needs by publishing the requirements on its website. This will lead to a better customer-service relationship between the building departments and the applicants they serve. The bill includes an additional use of carry-forward funds for technology, such as artificial intelligence, that has the potential to greatly reduce the timeframes for review to help achieve the reductions in shot clocks.

# Key Legislation - Passed

## Florida Retirement System – HB 151

The bill establishes the contribution rates paid by employers that participate in the Florida Retirement System beginning July 1, 2024. These rates are intended to fund the full normal cost and the amortization of the unfunded actuarial liability of the FRS and the impact of changes made by the bill.

- Allows FRS retirees to receive both compensation from an employer that participates in the FRS and retirement benefits, provided the retiree is not reemployed within the six months following the date of retirement.
- The 3 percent employee contribution rate is not changed by this bill
- *The Cost of Living Adjustment was NOT included in the final bill*
- Status: Signed into law by Governor DeSantis on April 15, 2024

## Special Districts - HB 7013/ SB 1058

- This bill revises regulations concerning special districts, including implementing a 12-year consecutive term limit for elected members of governing bodies in most independent special districts.
- It stipulates that only the Legislature can alter boundaries of independent special districts, except under certain circumstances and eliminates provisions allowing special districts to become municipalities without legislative approval.

## Department of Agriculture and Consumer Services -SB 1084/ HB 1071

- The bill preempts the regulation of electric vehicle charging stations to the state and prohibits local governmental entities from enacting or enforcing such regulations.



# Key Legislation - Passed

## Annual Adjustment to Homestead Exemption Value- HJR 7017

- Places a Constitutional Amendment on the general election ballot, providing for annual adjustment of the second homestead exemption for inflation by indexing it to the Consumer Price Index.
- Specifically, the value of the exemption would be updated each January 1st based on the percentage change reported by the U.S. Department of Labor's Bureau of Labor Statistics.

Status: Passed, Signed by Officers and filed with the Secretary of State on March 21, 2024

## Continuing Contracts – HB 149/ SB 656

- The bill increases the maximum limit for continuing contracts covered by the CCNA from an estimated per project construction cost of \$4 million to \$7.5 million plus an annual increase based on the Consumer Price Index.

# Key Legislation - Failed

- **County Commissioner Term Limits**
- **Sovereign Immunity**
- **Local Business Tax Limitations**
- **Municipal Utility Rate Reform**
- **Tourist Development Tax Reform**
- **Electric Vehicle License Tax**
- **Doubling of the Homestead Exemption**



# What's Next?

## 2025 Session Dates:

- Committee Weeks will commence after the General Election on November 5, 2024 and will be formally announced this summer.
- Regular Session begins March 4th, 2025



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	COMMUNICATIONS AND MARKETING	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject:</b>	PRESENTATION - PRESENT CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS	
<b>Presenter:</b>	Brittany Kershaw, Director of Communications & Marketing	
<b>Attachments:</b>	1. None	
<b>Background:</b>		
<b>Council Priority:</b>	C. Civic Engagement	
	<p>The members of the 55<sup>th</sup> Citizens Academy Class are graduating today. Citizens Academy was created to educate residents about the operation of our city government. During the last seven Monday evenings, from 6:00 to 9:00 p.m., Academy students attended classes during which City directors discussed operations relating to their departments. In order to fully understand the function of each department as it relates to the city, students were encouraged to ask questions during these sessions.</p>	
<b>Recommended Action:</b>	PRESENT CERTIFICATES TO GRADUATES	

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PROCLAMATION - MAY 2024 AS NATIONAL PRESERVATION MONTH	
<b>Presenter:</b> Mayor and City Council	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> The Palm Coast Historical Society has requested that the City of Palm Coast proclaim May. 2024 as National Preservation Month.	
<b>Recommended Action:</b> PROCLAIM MAY 2024 AS NATIONAL PRESERVATION MONTH	





## PROCLAMATION

**WHEREAS**, nearly fifty-two years ago, the White House proclaimed to the nation that as the pace of change accelerates around us, Americans more than ever need a lively awareness of their roots and origins in order to base a sense of identity in the present for direction in the future; and

**WHEREAS**, the month of May has since been designated across America as “National Preservation Month,” celebrating the nation’s heritage through historical relics and places; and

**WHEREAS**, historic individuals, objects, and places are well worth preserving because safeguarding their rich and lively histories perpetuates the traditions that every community cherishes; and

**WHEREAS**, our esteemed Palm Coast Historical Society was formed twenty-four years ago to document, collect, preserve and disseminate decades of material relating to the history of City of Palm Coast and its residents; and

**WHEREAS**, their resources, archives, exhibits, and memories supply an enduring connection from our inventive past to our bright future; and

**WHEREAS**, the Palm Coast Historical Society continues to raise our awareness of the significance of preserving past narratives as verification for residents to treasure for generations.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and City Council of the City of Palm Coast, Florida, that May 2024 be officially designated as:

## NATIONAL PRESERVATION MONTH

and encourage residents to be energized by our City’s history that stitches together the stories of all who’ve tied our community together with the threads of hope and promise.

**SIGNED** this 7<sup>th</sup> day of May 2024.

Attest:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
David Alfin, Mayor

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PROCLAMATION - MAY 2024 AS NATIONAL TENNIS MONTH	
<b>Presenter:</b> Mayor and City Council	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> The City of Palm Coast would like to proclaim May 2024 as National Tennis Month.	
<b>Recommended Action:</b> <b>PROCLAIM MAY 2024 AS NATIONAL TENNIS MONTH</b>	



## PROCLAMATION

**WHEREAS**, on May 21, 1881, the United States Tennis Association (USTA), originally known as the United States National Lawn Tennis Association, was founded in New York, New York, to create rules and standards for the emerging game of lawn tennis; and

**WHEREAS**, the USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and,

**WHEREAS**, the latest research by the Physical Activity Council shows that more than 23.6 million Americans played tennis in 2022, an unprecedented 33 percent increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and,

**WHEREAS**, by increasing the accessibility of tennis for citizens of the City of Palm Coast of all ages and abilities, tennis has contributed to making our community happier and healthier; and,

**WHEREAS**, the month of May is celebrated as National Tennis Month to encourage players, organizations, facilities, and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and help players and non-players alike find courts and play opportunities in their communities.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and City Council of the City of Palm Coast, Florida, that the month of May 2024 be declared as:

## NATIONAL TENNIS MONTH

And urge all citizens of Palm Coast to experience the physical, mental, and social benefits of this fun and challenging sport at the incredible tennis courts throughout our great City.

**Signed** this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
David Alfin, Mayor

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PROCLAMATION - THE WEEK OF MAY 1-7, 2024, AS ELKS NATIONAL YOUTH WEEK	
<b>Presenter:</b> Mayor and City Council	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> The City of Palm Coast would like to proclaim the week of May 1-7, 2024, as Elks National Youth Week.	
<b>Recommended Action:</b> <b>PROCLAIM THE WEEK OF MAY 1-7, 2024, AS ELKS NATIONAL YOUTH WEEK</b>	



## PROCLAMATION

**WHEREAS**, the Elks National Youth Week, initiated by Grand Exalted Ruler Randy P. Shook, is an opportunity for our community to recognize and celebrate the invaluable contributions and potential of our youth; and

**WHEREAS**, the Grand Lodge Activities Committee has called upon all Local Lodges to dedicate the week of May 1-7, 2024, to the promotion and support of programs aimed at uplifting and empowering the youth of our nation; and

**WHEREAS**, it is imperative that we, as a community, commit ourselves to organizing and participating in activities that honor the achievements and talents of our young people, such as recognizing winners of local competitions like the Hoop Shoot and Soccer Shoot, and champions of the Drug Awareness Poster Contest; and

**WHEREAS**, the success of Elks National Youth Week relies on the active engagement and collaboration of our Local Lodges, State Associations, and community members, who are encouraged to embrace this opportunity to demonstrate our commitment to youth development and civic engagement; and

**WHEREAS**, by fostering quality youth programs, we reaffirm our dedication to cultivating future leaders and volunteers who embody the principles of caring and sharing, central to the mission of the Elks organization.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Mayor and City Council of the City of Palm Coast that the week of May 1-7, 2024, be declared as:

## ELKS NATIONAL YOUTH WEEK

and urges all citizens to join together in promoting and participating in the activities organized to celebrate and support our youth.

**SIGNED** this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
David Alfin, Mayor

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PROCLAMATION – THE WEEK OF MAY 5-11, 2024, AS PUBLIC SERVICE RECOGNITION WEEK	
<b>Presenter:</b> Mayor and City Council	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> Beginning in 1985, Public Service Recognition Week has been celebrated during the first week of May to honor those who serve our nation as federal, state, county, local, fire/EMS, and tribal government employees.  The City of Palm Coast has over 540 dedicated full-time, part-time, and seasonal employees who serve the residents and visitors of Palm Coast. Public Service Recognition Week is an opportunity to recognize and celebrate these incredible employees.	
<b>Recommended Action:</b> <b>PROCLAIM THE WEEK OF MAY 5-11, 2024, AS PUBLIC SERVICE RECOGNITION WEEK</b>	



## PROCLAMATION

**WHEREAS**, Americans are served every single day by public servants at the Federal, State, County, and City levels, these unsung heroes do the work that keeps our nation working; and

**WHEREAS**, public employees take not only jobs, but oaths; and

**WHEREAS**, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, healthcare professionals and others, risk their lives each day in service to the people of the United States and around the world; and

**WHEREAS**, public servants include teachers, doctors, nurses, train conductors, astronauts, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out, they provide with dignity and integrity the diverse services of their government demanded by the American people; and

**WHEREAS**, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Mayor and City Council of the City of Palm Coast that the week of May 5-11, 2024, be declared as:

## PUBLIC SERVICE RECOGNITION WEEK

and all citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels: Federal, State, County, and City.

**SIGNED** this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
David Alfin, Mayor

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> MINUTES OF THE CITY COUNCIL: APRIL 16, 2024, BUSINESS MEETING APRIL 23, 2024, BUDGET WORKSHOP	
<b>Presenter:</b> Kaley Cook, City Clerk	
<b>Attachments:</b> 1. Minutes (2)	
<b>Background:</b>	
<b>Recommended Action:</b> <b>APPROVE MINUTES OF THE CITY COUNCIL:</b> <b>APRIL 16, 2024, BUSINESS MEETING</b> <b>APRIL 23, 2024, BUDGET WORKSHOP</b>	





**City of Palm Coast  
Minutes  
City Council Business  
Meeting**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
www.palmcoastgov.com

**Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri**

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**Tuesday, April 16, 2024**

**9:00 AM**

**City Hall - Community Wing**

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**City Staff**

**Lauren Johnston, Acting City Manager**

**Marcus Duffy, City Attorney**

**Kaley Cook, City Clerk**

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
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- It is proper meeting etiquette to silence all electronic devices, including cell phones while meeting is in session.
- Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**A. CALL TO ORDER**

*Mayor Alfin called the meeting to order at 9 a.m.*

**B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE**

**C. ROLL CALL**

*City Clerk Kaley Cook called the roll. Council Member Klufas was absent.*

**D. PROCLAMATIONS**

- 1. PROCLAMATION - APRIL 13, 2024, AS RISE ABOVE THE VIOLENCE DAY IN REMEMBRANCE OF CURTIS GRAY**

*Mayor Alfin presented the Proclamation to Ms. Gray.*

*A video was shared about Curtis Gray.*

*Ms. Gray shared comments on the topic.*

*City Council then moved to item 4.*

**2. PROCLAMATION - APRIL 2024 AS SEXUAL ASSAULT AWARENESS MONTH**

*This item was heard after item 4.*

*Council Member Pontieri presented the Proclamation to members of the Family Life Center.*

*Erin Shannon, Sexual Assault Services Coordinator, thanked City Council for the Proclamation and for advocates.*

*Tonya, Sexual Assault Services Advocate, shared statistics.*

**3. PROCLAMATION - APRIL 2024 AS COMMUNITY VOLUNTEER MONTH**

*Council Member Pontieri presented the Proclamation to members of Flagler Volunteer Services.*

*Suzy Gamblain, Executive Director of Flagler Volunteer Services, shared thanks and comments on the topic.*

**4. PROCLAMATION - APRIL 2024 AS LANDSCAPE ARCHITECTURE MONTH**

*This item was heard after item 1.*

*Mayor Alfin presented the Proclamation to Flagler County Commissioner Andy Dance, Bill Butler, and Richard Pictagi, Landscape Architect.*

*Commissioner Dance thanked Mr. Pictagi and Mr. Butler and shared comments about the profession of Landscape Architects.*

*City Council then moved to item 2.*

**5. PROCLAMATION - MAY 2024 AS MILITARY APPRECIATION MONTH**

*Council Member Heigher presented the Proclamation to a representative of Hookin' Veterans, an organization which brings veterans together for offshore fishing experiences.*

*Joseph Buccini, shared about Hookin' Veterans, upcoming events, and thanked City Council for their support.*

## **E. PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
  - (a) direct all comments to the Mayor;
  - (b) make their comments concise and to the point;
  - (c) not speak more than once on the same subject;
  - (d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
  - (e) obey the orders of the Mayor or the City Council; and
  - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

*Mayor Alfin provided the rules and procedures of public comment.*

*Jeremy Davis showed a picture to City Council regarding flooding, discussed the flow of water, and stated a public records request seeking the name of every employee in the building department.*

*Steve Carr was appreciative of the City Council conducting a traffic study and discussed the importance.*

*Kandie Stevens stated that she speaks on behalf of many residents, asked if the City has a stormwater engineer that is actually a stormwater engineer, requested public records to know if the City has a stormwater engineer, swale maintenance and why only one side of the street has been done, fullness of swales, approval of higher built homes to infill lots, who initiated approval, and asked if the City has insurance?*

*Jeffrey Seib shared that it is imperative that the City address issues in an investigative manner, discussed tools that can be utilized, financial estimates and projects, and the selection of a City Manager.*

*Celia Pugliese stated that people are speaking their reality regarding infill lots, drainage, approvals, lack of enforcement in favor of developers, Florida Park Drive safety, and expenses related to London Waterway.*

*Mike Norris clarified his public comments at a prior City Council Meeting related to the position of the City Manager, information that was distributed prior to the motion, and information that was shared with City Council Members.*

*Alan Lowe discussed saltwater canals and prior Council discussion of a special taxing district, seawalls as private property, amenities for the community, concerns for how money is spent, stormwater fee increases, expenditures, information provided previously to City Council, and provided a copy to City Council on information previously provided. The information provided has been attached to these minutes.*

*Gary Kunnas provided pictures to City Council regarding canals, discussed seawalls and inaccuracy of reporting, lack of discussion with the consultant, and lack of action. The photos have been attached to these minutes.*

*Mayor Alfin asked Ms. Johnston if she would like to comment on any of the items.*

*Ms. Johnston shared that the residential speed study results will come to City Council at the June Workshop.*

*Vice Mayor Danko fully supported dredging of canals and did not support a special taxing district.*

*Council Member Pontieri asked if staff went out to bid for Taylor Engineering.*

*Ms. Johnston responded yes, that a competitive bid process was conducted.*

## **F. MINUTES**

### **6. MINUTES OF THE CITY COUNCIL: APRIL 2, 2024, BUSINESS MEETING APRIL 9, 2024, WORKSHOP MEETING**

*Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to approve the April 2, 2024, Business Meeting Minutes. The motion passed unanimously.*

*Motion by Vice Mayor Danko, seconded by Council Member Heighter, to approve the April 9, 2024, Workshop Meeting Minutes. The motion passed unanimously.*

**G. APPOINTMENTS**

**7. APPOINT FIVE (5) MEMBERS AND ONE (1) ALTERNATE TO THE RESIDENTIAL DRAINAGE CITIZEN ADVISORY COMMITTEE**

*Lynn Stevens, Deputy Director of Stormwater & Engineering, opened the item and provided a background of the item.*

*Virginia Smith, Land Management Administrator, shared that one candidate withdrew, and the remaining 5 applicants were available for City Council to interview. Ms. Smith shared that staff would continue to advertise to seek additional applications to the committee.*

*Mayor Alfin discussed the Sunshine Law and asked if City Council Members are able to speak to Committee Members.*

*Attorney Duffy provided a response.*

*Vice Mayor Danko asked Ms. Johnston who has been recommended as the staff liaison.*

*Ms. Johnston recommended Ms. Stevens, Deputy Director of Stormwater & Engineering.*

*Mayor Alfin discussed interest, the committee's first meeting, moving the committee forward, and asked if any of the applicants have questions.*

*Ms. Stevens discussed items to be addressed at the first meeting of the committee.*

*Ms. Stancel mentioned Citizens Academy and information learned from a recent stormwater presentation.*

*Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to appoint Mr. Amaral, Mr. Cooper, Ms. Domke, Ms. Stancel, and Ms. Wuerth to the committee. The motion passed unanimously.*

*Vice Mayor Danko thanked the applicants for leading the charge on the committee and hoped that the committee would help solve the problems at hand.*

*Public Comment:*

*Celia Pugliese stated that the volunteers are good representatives of the City, shared comments about the Amaral family and developers, developer compassion, and using common sense to resolve issues.*

*Kandi Stevens, Flooded in Flagler County, discussed the formation of the board, thanked the applicants, shared compliments to Amaral Homes, discussed grading issues and process, and stated that Flooded in Flagler would like an invitation to all meetings.*

*Vice Mayor Danko asked when the first meeting will be.*

*Ms. Stevens discussed the process of setting the first meeting and that a date has not yet been scheduled.*

*Council Member Pontieri thanked the applicants for their contribution.*

*Council Member Heighter thanked each of the applicants for volunteering on the committee and was looking forward to resolving issues.*

**8. APPOINT ONE (1) MEMBER TO THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)**

*Virginia Smith, Land Management Administrator, opened the item.*

*City Council held a question-and-answer session with the applicants.*

*Public Comment:*

*Celia Pugliese thanked the volunteers, appreciated all applicants that run for positions, discussed native perennial plants, new developments, HOA taking care of maintenance, and provided suggestions to changes in gardening.*

*Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to appoint Ms. Anderson to the committee. The motion passed unanimously.*

**9. APPOINT ONE (1) MEMBER TO THE VOLUNTEER FIREFIGHTERS PENSION BOARD**

*Chief Berryhill opened the item.*

*City Council held a question-and-answer session which each of the applicants.*

*Public Comment:*

*There were none.*

*Motion by Vice Mayor Danko, seconded by Council Member Heighter, to appoint Mr. Giuliano to the board. The motion passed unanimously.*

**H. ORDINANCES FIRST READ**

**10. ORDINANCE 2024-XX AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES OF THE CITY OF PALM COAST**

*Attorney Duffy read the title into the record.*

*Ray Tyner, Deputy Director of Community Development, opened the item.*

*Virginia Smith, Land Management Administrator, presented the topic to Council. Topics presented included: background, amendment, and recommendation.*

*City Council held discussion on distance requirements.*

*Public Comment:*

*Celia Pugliese supported enlarging the area but believed all homes included within the 500 ft, whether an HOA or not, should receive the communications.*

*Mr. Tyner provided a response to the public comment regarding the process.*

**Pass**

**Motion made to approve by Council Member Pontieri and seconded by Vice Mayor Danko**

**Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heighter**

## **I. RESOLUTIONS**

### **11. RESOLUTION 2024-60 APPROVING AMENDING RESOLUTION 2009-114 BY INCREASING THE LAND DEVELOPMENT SITE PERMITTING AND INSPECTION FEES; AMENDING RESOLUTION 2004-44 BY INCREASING THE RENTAL REGISTRATION FEES**

*Attorney Duffy read the title into the record.*

*Mr. Tyner opened the item.*

*Phong Nguyen, Senior Planner, presented the topic to City Council.*

*Public Comment:*

*Celia Pugliese discussed rental properties and fee proposed.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Pontieri**

**Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heighter**

### **12. RESOLUTION 2024-58 APPROVING SOMERSET PHASE 1 FINAL PLAT - APPLICATION NO. 5540**

*Attorney Duffy Read the title into the record.*

*Estelle Lens, Planner, and Dennis Leap, Site Development Manager, presented the topic to Council. Topics presented included: location map, Zoning Map, Future Land Use Map, construction photos, plat layout, bonds, and recommendation.*

*City Council held discussion on the item being considered for approval.*

*There were no ex parte communications.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Heighter**

**Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heighter**

**13. RESOLUTION 2024-63 APPROVING MATANZAS COVE FINAL PLAT - APPLICATION NO. 5586**

*Attorney Duffy read the title into the record.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Pontieri**

**Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heighter**

**14. RESOLUTION 2024-56 APPROVING COLBERT LANDINGS PHASE 1 FINAL PLAT - APPLICATION NO. 5549**

*Attorney Duffy read the title into the record.*

*Public Comment:  
Celia Pugliese discussed the plat approvals, preparation of the lots, and a parcel burning ordinance.*

*Council Member Pontieri asked for staff comments on the clearing of the parcels.*

*Mr. Tyner provided a response regarding final plat, clearing of the land, and infrastructure in place.*

*Council Member Pontieri shared that an ordinance related to parcel clearing burning is in progress.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Heighter**



Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heigher

**15. RESOLUTION 2024-57 APPROVING FLAGLER VILLAGE PHASE 1 FINAL PLAT - APPLICATION NO. 5573**

*Attorney Duffy read the title into the record.*

*Council Member Pontieri shared comments on the item and future reports to come to City Council.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Pontieri**

Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heigher

**J. CONSENT**

**16. RESOLUTION 2024-55 APPROVING PIGGYBACKING THE CITY OF FERNANDINA BEACH, FLORIDA CONTRACT WITH TAW POWER SYSTEMS, INC., FOR GENERATOR MAINTENANCE AND REPAIRS**

**17. RESOLUTION 2024-54 APPROVAL OF A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR CONSTRUCTION OF OLD KINGS ROAD WIDENING PHASE II PROJECT**

**18. RESOLUTION 2024-59 APPROVAL OF A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE BELLE TERRE SAFETY IMPROVEMENT PROJECT**

**19. RESOLUTION 2024-61 AUTHORIZING THE CITY MANAGER TO SIGN HAZARD MITIGATION GRANT PROGRAM ASSISTANCE APPLICATIONS, AS REQUESTED BY THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**20. RESOLUTION 2024-62 APPROVING AN INDEMNITY AGREEMENT WITH THE ACTING CITY MANAGER**

*Public Comment:  
There were none.*

**Pass**

**Motion made to approve by Vice Mayor Danko and seconded by Council Member Heigher**

**Approved - 4 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Theresa Pontieri, Council Member Cathy Heigher**

**K. PUBLIC PARTICIPATION**

Remainder of Public Comments is limited to three (3) minutes each.

*There were none.*

**L. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

*Council Member Pontieri highlighted a recent Town Hall and encouraged residents to attend.*

*Council Member Heigher thanked Council Member Pontieri for her town hall and looked forward to her own upcoming town hall event.*

*Council Member Pontieri shared about an upcoming FIND event.*

**M. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

*There were none.*

**N. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

*Acting City Manager Johnston highlighted the emergency and sole source purchases. Additionally, Ms. Johnston shared about Food Truck Tuesday, Comprehensive Plan, and a Flagler County Board Of County Commissioners scheduled public safety workshop.*

**21. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR MARCH 2024**

**O. ADJOURNMENT**

*The meeting was adjourned at 11:15 a.m.*

*Respectfully submitted by: Kaley Cook, CMC, FCRM  
City Clerk*

To perform the survey we will use a small skiff outfitted with a Novatel RTK GNSS providing centimeter accuracy and an Innerspace 456 dual frequency (200kHz and 24kHz) survey grade depth sounder with 0.1 foot vertical accuracy (200kHz). The GNSS coordinates will be cross checked before each survey by setting the antenna on a known point (project control point). The depth sounder will be calibrated using the bar check method before and after each survey day.

The GNSS and depth sounder data will be stored and displayed real-time on a vessel-based computer running *VesPos* Hydrographic software. The software allows automatic application of Geoid18 corrections, Vdatum's NAVD to MLLW corrections and/or local datum corrections and antenna height corrections providing both horizontal and vertical positions at a rate of 20 per second. Data are displayed real-time in both plan and profile view for field analysis.

On completion of field work, data will be processed and presented as a plan view drawing showing plotted water depths, color contour lines and shoreline features. Data will be submitted as a PDF file, an xyz file and 3D AutoCAD dwg files. Other formats are available.

All survey work will be performed by an NSPS-THSOA (ACSM) certified hydrographer. Data and drawings may be used for future project planning, for volume computations of proposed dredge material and for generation of permit documents.

We will be please to perform the above described hydrographic survey for the following cost.

**Hydrographic Survey .....\$25,846.00 lump sum**

Includes all costs associated with travel, equipment, labor, field work, data processing and presentation.

Feel free to contact me if you have questions.

Sincerely,  
Nancy Byrne, CH#124  
Nbyrne@snet.net

# VesPos Survey & Software

Hydrographic Survey Services  
& Dredge Positioning Software  
Chester, Connecticut

860 391-3026 cell

Vespos@Vespos.us or Nbyrne@snet.net

**Re: Hydrographic Survey in support of  
Palm Coast Canal Maintenance  
Palm Coast, Florida**

**For:** Alan Lowe  
City of Palm Coast  
Palm Coast, Florida

**From:** Nancy Byrne, CH #124  
VesPos Survey & Software  
Chester, CT  
860 391-3026

VesPos is pleased to provide this quote for performing a hydrographic survey (water depth survey) of the Palm Coast Salt Water Canal System. The survey area contains approximately 26 to 28 miles of canal with varying channel widths of between 80 and 120 feet. The proposed survey area is outlined in red in the illustration shown below.

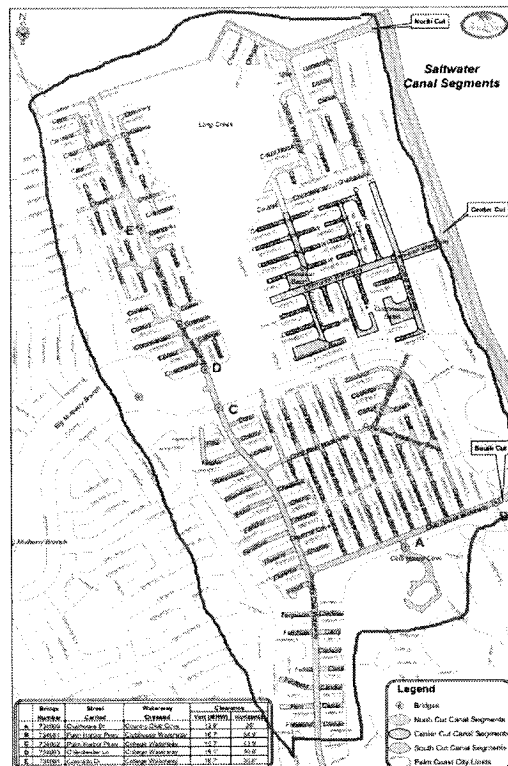


Illustration 1: Limits of proposed water depth survey.

4/2/24

Canal Erosion

MOUTH OF

COLORADO RIVER

PACIFIC HARBOR PLY

1



4/2/24 12:42 PM

①

NORTH OF ~~COLONIA~~ DR &  
PALM HARBOR PKWY

DIRECT EROSION INTO CANAL





4/02/24 12:42 PM

(2)

NORTH OF COLORADO DR +  
Palm Harbor Pkwy

DIRECT EROSION, NO CONTACT



7/02/24 12:42 PM

3



④

4/02/24 12.42pm





4/02/24 12:42

5

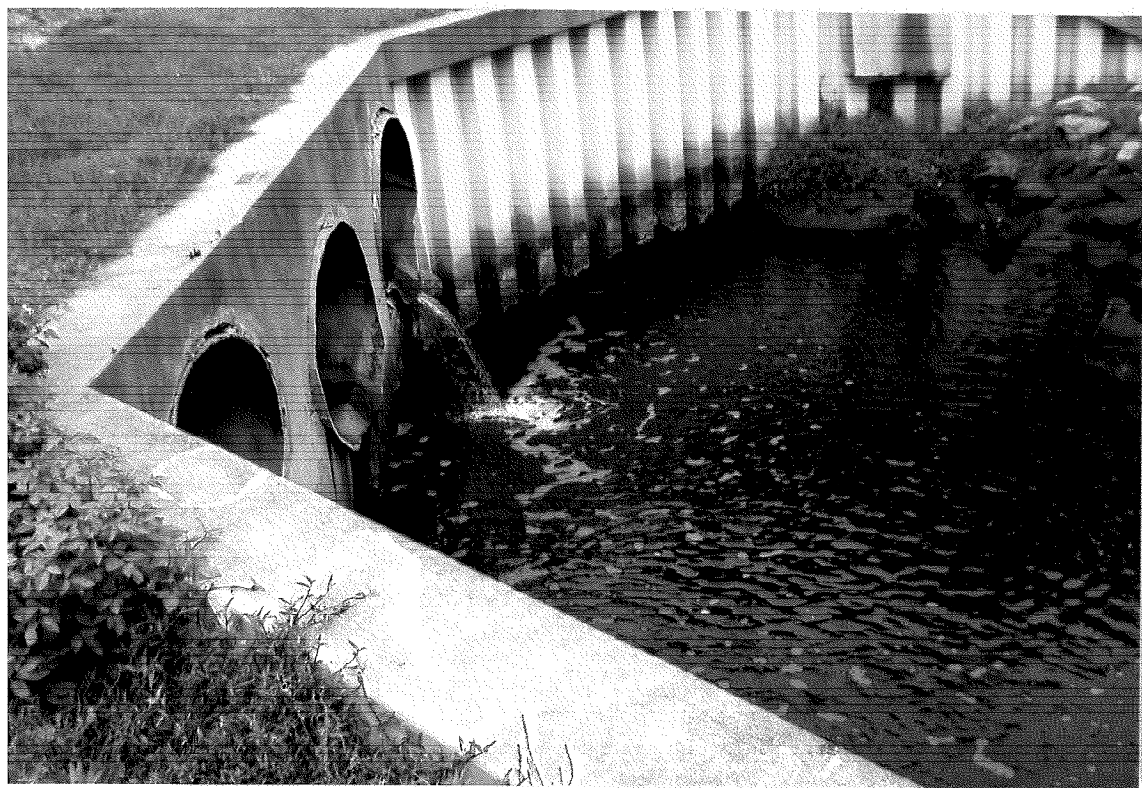


4/02/27 12:43 PM

(6)

EROSION INTO CANAL DIRT

NORTH OF COLORADO DR +  
PALM HARBOR PKWY



4/2/27 12:40 PM

①

MUCK FLOWING INTO CANAL  
UNCHECKED OR FILTERED  
MOUTH OF COLORADO RIVER  
RAN HARBOUR PRY





4/2/24 12:39 PM

(8)

RESULT MOUTH OF COGNACON IN  
PAIN HARBOUR PKWY



**City of Palm Coast  
Minutes  
City Council Special Budget  
Workshop**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
www.palmcoastgov.com

**Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri**

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**Tuesday, April 23, 2024**

**9:00 AM**

**City Hall - Community Wing**

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**City Staff**

**Lauren Johnston, Acting City Manager**

**Marcus Duffy, City Attorney**

**Kaley Cook, City Clerk**

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**A CALL TO ORDER**

*Mayor Alfin called the meeting to order at 9:00 a.m.*

**B PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE**

**C ROLL CALL**

*Recording Secretary Irene Schaefer called the roll. All members were present.*

**D PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

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  - (e) obey the orders of the Mayor or the City Council; and
  - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
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*Chief Berryhill addressed Council on a topic to be presented at the June 11 Workshop concerning public burn. Mayor Alfin explained that the Chief is responding to public comments concerning public burn and smoke complaints.*

*Mayor Alfin opened public comment and provided the rules and procedures of public comment.*

*Jeffrey Seib addressed the Council regarding dredging canals and the need to address fresh and saltwater canals. He discussed the use of grants and City assets, current and future City population, and allocation of future vs. current departmental spending.*

## **E PRESENTATIONS**

### **1 PRESENTATION - YEAR-TO-DATE BUDGET OVERVIEW**

*Acting City Manager Lauren Johnston read the item into the record. Helena Alves, Director of Financial Services and Raelene Bowman, Budget Coordinator, presented on the financial dashboard available on the City website and the FY 24 General Fund Operating Revenues.*

*City Council held discussion on the following topics: projection formulas and calculations, revenue estimates and timing, Ad Valorem revenue, projections from the State, and Parks & Recreation revenues from membership.*

*Ms. Gwen Ragsdale, Budget & Procurement Manager, presented on FY 24 Expenditures.*

*City Council held discussion on the following topics: understanding the funding, Ms. Bevan's buyout, projections and seasonality, unpredictable expenses, and Stormwater figures.*

*Ms. Raelene Bowman addressed the budget timeline, and where to find budget information on the City website.*

#### *Public Comment*

*Jeffrey Seib questioned the City's return on their investment. Mayor Alfin responded that investment revenue will be presented at a future date.*

*Steve Carr questioned the software expenses included in the budget. Ms. Johnston stated that information is detailed on the City's budget dashboard on the City website.*

## **2 PRESENTATION - 2024-2028 STRATEGIC ACTION PLAN WORKSHOP**

*Dr. Saviak presented on the following topics: Workshop Objectives and Defining Success, the Purpose and Benefits of Strategic Planning, the Research Process, Research Findings, Objective Selection & Implementation Plans, and Next Steps.*

*City Council held discussion on the following topics: the order of responses vs. the order of priorities, the number and makeup of participants in the survey, the upcoming Citizen Survey, and their objectives. Council discussion on objectives included: the pros and cons of full millage rollback, the solar capacity of City facilities, economic development, Capital Improvement Projects, the funds needed to cover infrastructure projects, and the budget.*

*Council discussion on budget included: Identifying savings and reduction, alternative sources of revenue, a roll back, needed infrastructure improvements and the City's level of service, and infrastructure priorities.*

*Council continued discussion on the following topics: the City's ability to communicate Council's working agenda to the public, ways to optimize citizen engagement and improve City response, the idea of an app that residents can use to connect to the City, and a technology audit performed by City staff.*

*CM Pontieri requested staff look at software applications that will help save money, improve level of service, and allow residents to communicate with staff and City Council.*

*Council continued discussion on the following topics: economic development, the transportation system, senior and workforce housing, "live local" legislation, apartment availability and a housing analysis, funding sources to preserve arts, culture and historical items, implementing the Parks Master Plan and revenue sources, quality of life, and enhanced healthcare.*

*Dr. Saviak discussed working with staff to develop a one-page document and returning to Council for review and approval.*

*CM Pontieri requested that this document be available by May 10 to coincide with the Citizen Survey Results.*

*Public Comment*

*Ed Fuller commented on affordable housing and zoning requirements, and complimented Dr. Saviak and Council for the conversation.*

*Steve Carr discusses "quality of life" and varying definitions.*

*Greg Johnston shared that he enjoyed the discussion, and commented on taxes, dredging, and healthcare.*

**F PUBLIC PARTICIPATION**

Remainder of Public Comments is limited to three (3) minutes each.

*Ed Fuller spoke about a regional event.*

**G DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

*CM Heighter referenced public comment on affordable housing, and a meeting she had with Ray Tyner, Deputy Chief Development Officer, and his discussion of "life stage housing."*

**H DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

*City Attorney was not present.*

**I DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

*Ms. Johnston discussed two events: "Celebrate Trails Day" on Saturday and a "Keep Palm Coast Clean" event on Sunday.*

**J ADJOURNMENT**

*The meeting was adjourned at 11:43 a.m.  
Respectfully submitted by: Irene Schaefer, Recording Secretary*



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject:</b>	ORDINANCE 2024-XX AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES OF THE CITY OF PALM COAST	
<b>Presenter:</b>	Virginia Smith, Land Management Administrator	
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. Ordinance</li><li>2. Business Impact Estimate</li></ol>	
<b>Background:</b>	<p><b><u>UPDATED BACKGROUND FROM THE APRIL 16, 2024, CITY COUNCIL BUSINESS MEETING:</u></b> This item was heard by City Council at the April 16, 2024, City Council Business Meeting. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE APRIL 16, 2024, BUSINESS MEETING:</u></b> At the March 12, 2024, City Council Workshop, Council requested a change to the required footage for notification of a neighborhood meeting from 300 feet to 500 feet.</p> <p>This change will provide additional notice to the neighboring residents for applicable applications such as comprehensive plan amendments, rezonings and tier 2 and 3 applications. In addition, staff will continue to follow State and Land Development Code requirements, which include but are not limited, to posting the property, newspaper advertisements, neighborhood meetings, and residential mailing.</p>	
<b>Recommended Action:</b>	<b>ADOPT ORDINANCE 2024-XX AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES OF THE CITY OF PALM COAST</b>	

**ORDINANCE 2024-\_\_\_\_\_**  
**AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA RELATING TO CHAPTER 2 REVIEW AUTHORITY, ENFORCEMENT, AND PROCEDURES; AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE *UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES* OF THE CITY OF PALM COAST; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE**

**WHEREAS**, City Council discussed the meeting notification requirements at their March 12, 2024 meeting; and

**WHEREAS**, City Council desires to amend the Unified Land Development Code *Section 2.05.02 Neighborhood Meeting Requirements*, subsection *B Notification required* from a 300 foot boundary to a 500 foot boundary to meet the intent of communicating information to more residents in the area of a land development project; and

**WHEREAS**, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (\* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

**SECTION 2. AMENDMENT TO SUBSECTION B OF SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS OF THE *UNIFIED LAND DEVELOPMENT CODE OF CITY ORDINANCES*.** Subsection B, Notification required, of Section 2.05.02, Neighborhood meeting requirements of the *Unified Land Development Code of Ordinances* of the City of Palm Coast is amended as follows:

\*\*\*

B. *Notification required.* Neighborhood meetings shall be noticed to property owners owning property located within ~~300~~ 500 feet of the boundary lines of the property proposed for development. The notice shall state the date, time, and location of the neighborhood meeting. A copy of the notice shall be provided to the City.

\*\*\*

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 4. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 5. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on first reading this 16<sup>th</sup> day of April 2024.

**ADOPTED** on second reading after due public notice and hearing this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY



**THE CITY OF PALM COAST  
160 LAKE AVENUE  
PALM COAST, FL 32164**

**BUSINESS IMPACT ESTIMATE  
PURSUANT TO F.S. 166.041(4)**

**Meeting Date: 4/16/2024  
Ordinance Number: 2024-XX  
Posted To Webpage: 3/28/2024**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA RELATING TO CHAPTER 2 REVIEW AUTHORITY, ENFORCEMENT, AND PROCEDURES; AMENDING SECTION 2.05.02 NEIGHBORHOOD MEETING REQUIREMENTS, SUBSECTION B NOTIFICATION REQUIRED OF THE *UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES* OF THE CITY OF PALM COAST; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances relating to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement; or
- 7. Ordinances enacted to implement the following:
  - X a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - b. Sections 190.005 and 190.046;
  - c. Section 553.73, relating to the Florida Building Code; or

\_\_ d. Section 633.202, relating to the Florida Fire Prevention Code.

**Part I. Summary of the proposed ordinance and statement of public purpose:**

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.)

**Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:** (fill out subsections a-c as applicable, if not applicable write “not applicable”)

- (a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:
- (b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:
- (c) An estimate of the City of Palm Coast’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

**Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance:**

**Part IV. Additional Information (if any):** N/A



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENGINEERING	<b>Amount</b>	
<b>Division</b>	ENGINEERING	<b>Account #</b>	21097011/54029090//21107011 21397011 Project #54527
<b>Subject:</b> RESOLUTION 2024-XX APPROVAL OF A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN OF OLD KINGS ROAD SOUTH PHASE TWO PROJECT			
<b>Presenter:</b> Carl Cote, Director of Stormwater & Engineering			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. Presentation</li> <li>2. Resolution</li> <li>3. Grant Agreement</li> </ol>			
<b>Background:</b>			
<b>Council Priority:</b>			
<b>D. Sustainable Environment and Infrastructure</b>			
<p>The proposed design roadway improvements include widening within the project limits from 2 to 4 lanes. Drainage and stormwater modifications are proposed within the project limits along with Pedestrian/bicycle paths. The limits on Old Kings Road are from south of Town Center Boulevard to Brighton Circle. The limits on Town Center Boulevard are from Royal Palms Parkway to Old Kings Road. The project is approximately 4.25 miles in length. Town Center Boulevard goes underneath Interstate 95. The project will include but not limited to landscaping, street lighting, intersection analysis, signing, and pavement marking.</p> <p>City Staff is requesting approval of a Florida Department of Transportation (FDOT) (#453232-1-34-01) State-Funded Grant Agreement for the design of Old Kings Road South Phase Two Project. The estimated project cost for design is \$4,013,010.00 the department agrees to participate in the project cost up to a maximum amount of \$500,000.00. The estimated City funded portion for this project is \$3,513,010 million. Funds for this project are expected to be paid out of the five-year Capital Improvement Plan from the Transportation Impact Fund, the Town Center Transportation Impact Fee Fund, the Old Kings Road Special Assessment Fund, and the Utility Fund.</p>			
<b>Recommended Action:</b>			
<b>ADOPT RESOLUTION APPROVAL OF A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN OF OLD KINGS ROAD SOUTH PHASE TWO PROJECT</b>			



# Old Kings Road South Phase 2 (Royal Palms Parkway to Old Kings Road) Project

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## Background

- The primary aim of this design project is to widen the existing two-lane road of Old Kings Road to four lanes with the ultimate objective of enhancing traffic operations, improving safety, and increasing roadway capacity.
- Project implementation includes a comprehensive set of modifications, including drainage and stormwater systems, utilities, bridges, and intersections. These changes will optimize the performance of the existing infrastructure and enable it to meet the current and future needs of City.

## **FDOT – State Funded Grant Agreement**

- City coordinated with FDOT to finalize the State Funded Grant Agreement for the Legislative Appropriation Funds.

## **Council Action**

- Adopt Resolution approving FDOT state-funded grant agreement for the Old Kings Road South Phase-2 Project.

**RESOLUTION 2024-\_\_\_\_**  
**STATE-FUNDED GRANT AGREEMENT**  
**OLD KINGS ROAD SOUTH PHASE TWO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN OF THE OLD KINGS ROAD SOUTH PHASE TWO PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida Department of Transportation and City of Palm Coast desire to facilitate the design of Old Kings Road South Phase Two Project and,

**WHEREAS**, The State of Florida Department of Transportation has requested the City of Palm Coast to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, financial Project Number (#453232-34-01).

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF GRANT AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the State of Florida Department of Transportation State-Funded Grant agreement for the aforementioned project, financial project number (#453232-34-01).

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are



severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit “A” – State-Funded Grant Agreement (#453232-34-01)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
12/23

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FPN: <u>453232-1-34-01</u>	Fund: <u>GR24</u> Org Code: <u>55054010508</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: <u>453232-1-34-01</u>	Fund: <u>LF</u> Org Code: <u>N/A</u>	FLAIR Category: <u>N/A</u> FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>73</u>	Contract No: _____	Vendor No: <u>F596000412003</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and the City of Palm Coast, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Specific Appropriation 2042A of Chapter 2023-239, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Old Kings Road South Phase 2 (from Royal Palms Parkway to Old Kings Road) project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$4,013,010.00 (Four Million Thirteen Thousand Ten Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000.00 (Five Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the



equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

### **13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### 15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

#### 16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.



- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): N/A

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PALM COAST

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: C. Jack Adkins

Title: \_\_\_\_\_

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453232-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Palm Coast (the Recipient)

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**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** See Project Description Below

**PROJECT DESCRIPTION:**

The Old Kings Road South Phase 2 (from Royal Palms Parkway to Old Kings Road) project is with the City of Palm Coast (Recipient). This is a widening project. The limits on Old Kings Road are from south of Town Center Boulevard to Brighton Circle. The limits on Town Center Boulevard are from Royal Palms Parkway to Old Kings Road. The project is approximately 4.25 miles in length.

Phase 2A of the project has limits on Old Kings Road from south of Town Center Boulevard to north of New Water Oak Drive. Phase 2A will be designed to a final set of plans. The remainder of the project (Phase 2) will be designed to a 60% plans level. This will be considered a complete set of plans, as the project will go design-build in the future.

The proposed roadway improvements include widening within the project limits from 2 to 4 lanes. Drainage and stormwater modifications are proposed within the project limits. Pedestrian/bicycle paths are proposed within the project limits. Town Center Boulevard goes underneath Interstate-95. Project will include but not limited to landscaping, street lighting, intersection analysis, signing and pavement marking.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. The design services shall include topographic survey, subsurface utility exploration, geotechnical work, and structural analysis. Any on-system work will follow the Florida Department of Transportation (FDOT) Design Manual. Permitting, utility coordination, and Maintenance of Traffic (MOT) coordination are anticipated. Right-of-way needs will be evaluated during design.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a

Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to [D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 30% Plans Submittal to be completed by February 25, 2025.
- b) 60% Plans Submittal to be completed by September 09, 2025.
- c) 90% Plans Submittal to be completed by February 24, 2026.
- d) Final Plans Submittal to be completed by August 11, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Palm Coast 160 Oak Avenue Palm Coast, Florida 32164		<b>FINANCIAL PROJECT NUMBER:</b> 453232-1-34-01			
<b>Design- Phase 34</b> FY: 2023-2024	Maximum Department Participation (Local Transportation Projects)	\$4,013,010.00	\$3,513,010.00	\$500,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$4,013,010.00 %	\$3,513,010.00 %	\$500,000.00 %	
<b>Right-of-Way- Phase 44</b> FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b> FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b> FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b> FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$4,013,010.00	\$3,513,010.00	\$500,000.00	

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.



**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Small County Outreach Program (SCOP), (CSFA 55.009)
  - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Local Transportation Projects, (CSFA 55.039)

**\*Award Amount:** \$500,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> PUBLIC SAFETY	<b>Amount</b> OVER 50K										
<b>Division</b> FIRE	<b>Account #</b> 10014000-052000										
<b>Subject:</b> RESOLUTION 2024-XX APPROVING PIGGYBACKING THE CONTRACT BETWEEN QUADMED, INC., AND OSCEOLA COUNTY, FLORIDA											
<b>Presenter:</b> Kyle Berryhill, Fire Chief											
<b>Attachments:</b> <ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Contract</li> </ol>											
<p><b>Background:</b>  <b>Council Priority:</b>  <b>B. Safe and Reliable Services</b></p> <p>Palm Coast Fire Department would like to continue partnering with Quadmed, Inc., to utilize the terms, conditions, scope, and pricing of Osceola County’s agreement for emergency medical supplies and equipment services on an as-needed basis.</p>											
<p><b>SOURCE OF FUNDS WORKSHEET FY 2024</b></p> <p><b>OPERATING EXPENSES UNDER 5K</b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="width: 70%;"><b>10014000-052000</b></td> <td style="text-align: right;"><b>\$335,906.00</b></td> </tr> <tr> <td>Total Expended/Encumbered to Date</td> <td style="text-align: right;">\$332,063.90</td> </tr> <tr> <td>Pending Work Orders</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Current (WO/Contract)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Balance</b></td> <td style="text-align: right; border-top: 1px solid black;"><b>\$3,842.10</b></td> </tr> </table>		<b>10014000-052000</b>	<b>\$335,906.00</b>	Total Expended/Encumbered to Date	\$332,063.90	Pending Work Orders	\$0.00	Current (WO/Contract)	\$0.00	<b>Balance</b>	<b>\$3,842.10</b>
<b>10014000-052000</b>	<b>\$335,906.00</b>										
Total Expended/Encumbered to Date	\$332,063.90										
Pending Work Orders	\$0.00										
Current (WO/Contract)	\$0.00										
<b>Balance</b>	<b>\$3,842.10</b>										
<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2024-XX APPROVING PIGGYBACKING THE CONTRACT BETWEEN QUADMED, INC., AND OSCEOLA COUNTY, FLORIDA</b>											



**RESOLUTION 2024-\_\_**  
**PIGGYBACKING QUADMED, INC., CONTRACT WITH OSCEOLA COUNTY,**  
**FLORIDA FOR EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING QUADMED, INC., CONTRACT WITH OSCEOLA COUNTY, FLORIDA FOR EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Quadmed, Inc., has expressed a desire to provide miscellaneous emergency medical supplies and equipment to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Quadmed, Inc., contract with Osceola County, Florida for emergency medical supplies and equipment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between Quadmed, Inc., and Osceola County, Florida for emergency medical supplies and equipment as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Contract with Quadmed, Inc.

BPO Mgr. Approval

DS  
JR



**CONTRACT EXECUTIVE OVERVIEW**  
**Piggyback Renewal**

Vendor Name: QUADMED, INC.

Bid/Contract Ref # RFP-18-10554-VJ - AMENDMENT 5

Agency Name: OSCEOLA COUNTY, FL

Contract Type: PIGGYBACK AMENDMENT & RENEWAL

Contract Value over \$50K

Resolution # \_\_\_\_\_ City Council Approval Date: \_\_\_\_\_

Contract Term End Date 9/30/2024

Renewable Y/N YES If yes # and length of renewals: \_\_\_\_\_ May be extended when in the best interest of the County

City's Project Manager(s) CHRISTY MANNA

**Brief Description/Purpose:**

~~Renewal of piggyback to utilize the terms and conditions, including scope of Osceola County, FL Agreement for Emergency Medical Supplies & Equipment services as needed.~~

**Approvals:**

Responsible Dept. Director \_\_\_\_\_ Date: \_\_\_\_\_

City Finance \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney \_\_\_\_\_ Date: \_\_\_\_\_

City Manager \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Name and Email Melinda Langorgen mindy@quadmed.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

QUADMED, INC.  
Attn:Melinda Langorgen  
11210-1 Philips Industrial Blvd  
Jacksonville, fl 32256

RE: Letter Authorizing Piggyback Contract Renewal

Osceola County, FL Agreement for Emergency Medical Supplies & Equipment  
Contract Name

RFP-18-10554-VJ - AMENDMENT 5 AND EXHIBIT "B"  
Contract #

Dear Melinda,

The City of Palm Coast, Florida requests permission to renew the engagement letter dated 2/28/2023 until 9/30/2024. Such renewal shall be under the same terms and conditions, including pricing, as the agreement, to include Amendment 5 and Exhibit "B", with Osceola County, FL. If agreed, please indicate approval by electronically signing below. This is the final renewal. **This renewal incorporates the updated Florida Statutes requirements as outlined below.**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions. Regards,

*Jesse K. Scott*

Jesse K. Scott  
Procurement Coordinator  
[jkscott@palmcoastgov.com](mailto:jkscott@palmcoastgov.com)

**This contract renewal is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

**QUADMED, INC.**

*Dale Van Pelt*  
\_\_\_\_\_  
(Authorized Signatory)

Print Name: Dale Van Pelt

Title: Bid Specialist

Date: Mar 18, 2024 | 5:54 AM PDT



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**

**QUADMED, INC.**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

DocuSigned by:

By: Dale Van Pelt

Print Name: Dale Van Pelt

Title: Bid Specialist

Date: Mar 18, 2024 | 5:54 AM PDT

**AMENDMENT # 5  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND QUADMED, INC.**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and QUADMED, INC., PO Box 550773, Jacksonville, Florida, 32255, hereinafter referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide emergency medical supplies and equipment, as further described in the Agreement RFP-18-10554-VJ, approved by the Board of County Commissioners on February 18, 2019, as amended by the Board of County Commissioners on February 3, 2020, as amended by the County Manager on January 21, 2022, as amended by the Board of County Commissioners on February 21, 2022, and as amended by the Board on February 20, 2023, between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 25. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the terms of the agreement seven additional months, through September 30, 2024,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. **Revised Exhibit "B" Pricing Schedule 01/2023** is hereby deleted in its entirety and replaced with **Revised Exhibit "B" Pricing Schedule 01/2024**.
2. Section 1. Term is hereby deleted in its entirety and replaced with the following:

**SECTION 1.            TERM**

The term of this Agreement shall begin upon execution and continue through September 30, 2024, and may be extended when in the best interest of the County.

3. Section 5. Compensation is hereby deleted in its entirety and replaced with the following:

**SECTION 5.                      COMPENSATION**

- A. The amount to be paid under this Agreement for services rendered will not exceed FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$500,000.00) annually for Years ONE, TWO and THREE, and will not exceed SIX HUNDRED FIFTY THOUSAND (\$650,000.00) for Year FOUR, and will not exceed SEVEN HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$750,750.00) for Year FIVE, and will not exceed FOUR HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED THIRTY SEVEN DOLLARS (\$437,937.00) for the SEVEN MONTH TERM, for a total not to exceed amount of THREE MILLION THREE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED EIGHTY SEVEN AND 00/100 Dollars (\$3,338,687.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

4. Section 12. Public Records shall be deleted in its entirety and replaced with the following:

**SECTION 12.                      PUBLIC RECORDS.**

- A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**



Custodian of Public Records  
c/o Public Records Coordinator  
1 Courthouse Square, Suite 4700  
Kissimmee, Florida 34741  
(407) 742-2395  
PublicRecords@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
  2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
  4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a

format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
  
5. These changes shall be effective upon this Amendment being executed by both parties.
  
6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

In Process

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the date and year written below.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
County Manager/Designee

Date: 2/9/2024

QUADMED, INC.

In Process

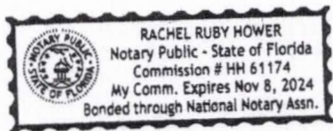
By: [Signature]  
Title: Bid Specialist

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was executed before me by means of x physical presence or,    online notarization, this 6th day of February, 2024 by Dale Van Pelt as Bid Specialist of QuadMed, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced V514-160-57-424-0 as identification.

[Signature]  
Signature of Notary Public



## Revised Exhibit "B" 01/2024

	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags	QM item	mfg	mfg item	UoM
1	Asherman Chest Seal	Alternative or Equivalent	BOX 10	36	\$ 90.94	\$ 3,273.83	\$ 122.77	\$ 4,419.67	EFA-1067	Asherman	849100	1ea > 10/bx
2	Bougie 700mm in length 10 fr	Alternative or Equivalent	BOX 10	100	\$ 44.24	\$ 4,424.10	\$ 59.73	\$ 5,972.53	EAW-235320-S	Dynarex	4582	1ea > 10/bx
3	Bougie 700mm in length 14 fr	Alternative or Equivalent	BOX 10	100	\$ 44.24	\$ 4,424.10	\$ 59.73	\$ 5,972.53	EAW-235325-S	Dynarex	4583	1ea > 10/bx
4	E.T Stylette\Adult\10fr - Slick	Teleflex	BOX 10	100	\$ 29.49	\$ 2,949.40	\$ 39.82	\$ 3,981.69	EAW-2347-S	Teleflex	1000R	1 ea > 25bx > 100/cs
5	E.T Stylette\Child\ 8fr - Slick	Teleflex	CASE 20	50	\$ 58.99	\$ 2,949.40	\$ 79.63	\$ 3,981.69	EAW-2348-S	Teleflex	750	1 ea > 25bx > 100/cs
6	E.T Stylette\Infant\6fr - Slick	Teleflex	CASE 20	50	\$ 60.95	\$ 3,047.71	\$ 82.29	\$ 4,114.41	EAW-2349-S	Teleflex	500	1 ea > 25bx > 100/cs
7	E.T.T 10.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	CASE 20	10	\$ 17.70	\$ 176.96	\$ 23.89	\$ 238.90	EAW-232001-S	Smiths	100/100/010	1ea > 10/bx
8	E.T.T 2.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.90	\$ 38.10	\$ 2.19	\$ 43.81	EAW-230925-S	Sunmed	1-7333-25	1ea > 10/bx
9	E.T.T 2.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	BOX 10	10	\$ 11.55	\$ 115.52	\$ 15.59	\$ 155.95	EAW-230001-S	Dynarex	4531	1ea > 10/bx
10	E.T.T 3.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230930-S	Smiths	100/100/030	1ea > 10/bx
11	E.T.T 3.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230101-S	Dynarex	4532	1ea > 10/bx
12	E.T.T 3.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230935-S	Smiths	100/100/035	1ea > 10/bx
13	E.T.T 3.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230201-S	Dynarex	4533	1ea > 10/bx
14	E.T.T 4.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230940-S	Dynarex	4538	1ea > 10/bx
15	E.T.T 4.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230301-S	Dynarex	4534	1ea > 10/bx
16	E.T.T 4.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230945-S	Dynarex	4539	1ea > 10/bx
17	E.T.T 4.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230401-S	Dynarex	4535	1ea > 10/bx
18	E.T.T 5.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231001-S	Dynarex	4540	1ea > 10/bx
19	E.T.T 5.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230501-S	Dynarex	4536	1ea > 10/bx
20	E.T.T 5.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231101-S	Dynarex	4541	1ea > 10/bx
21	E.T.T 5.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230601-S	Dynarex	4537	1ea > 10/bx
22	E.T.T 6.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231201-S	Dynarex	4542	1ea > 10/bx

23	E.T.T 6.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231301-S	Dynarex	4543	1ea > 10/bx
24	E.T.T 7.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231401-S	Dynarex	4544	1ea > 10/bx
25	E.T.T 7.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231501-S	Dynarex	4545	1ea > 10/bx
26	E.T.T 8.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231601-S	Dynarex	4546	1ea > 10/bx
27	E.T.T 8.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231701-S	Dynarex	4547	1ea > 10/bx
28	E.T.T 9.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231801-S	Dynarex	4548	1ea > 10/bx
29	King LT-D Kit, Size 2	Ambu	EA	30	\$ 41.29	\$ 1,238.75	\$ 47.49	\$ 1,424.56	EAW-23220299	Ambu	EAW-23220299	1 ea > 10/bx
									LTD discontinued-used LTSD			x
30	King LT-D Kit, Size 2.5	Ambu	EA	30	\$ 41.29	\$ 1,238.75	\$ 47.49	\$ 1,424.56	EAW-23225299	Ambu	EAW-23225299	1 ea > 10/bx
									LTD discontinued-used LTSD			x
31	King LT-D Kit, Size 3 Yellow	Ambu	EA	40	\$ 38.71	\$ 1,548.43	\$ 44.52	\$ 1,780.70	EAW-23230199	Ambu	EAW-23230199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
32	King LT-D Kit, Size 4 Red	Ambu	EA	120	\$ 38.71	\$ 4,645.30	\$ 44.52	\$ 5,342.10	EAW-23240199	Ambu	EAW-23240199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
33	King LT-D Kit, Size 5 Purple	Ambu	EA	50	\$ 38.71	\$ 1,935.54	\$ 44.52	\$ 2,225.87	EAW-23250199	Ambu	EAW-23250199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
34	Endotracheal TubeHolder- Adult	Laerdal Thomas	CASE 100	200	\$ 292.48	\$ 58,496.39	\$ 394.85	\$ 78,970.12	EAW-2338	Laerdal	600-10000	1 ea > 25/bx
35	Endotracheal TubeHolder- Pediatric	Laerdal Thomas	CASE 100	75	\$ 292.48	\$ 21,936.14	\$ 394.85	\$ 29,613.80	EAW-2338-p	Laerdal	600-20000	1 ea > 25/bx
36	Mac 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250100	Medsource	MS-46211	1 ea > 20/cs
37	Mac 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250200	Medsource	MS-46212	1 ea > 20/cs
38	Mac 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250300	Medsource	MS-46213	1 ea > 20/cs

39	Mac 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250400	Medsource	MS-46214	1 ea > 20/cs	
40	MAD (100 with syringe)	Teleflex	CASE 100	200	\$ 706.63	\$ 141,325.30	\$ 953.95	\$ 190,789.16	EAW-202010	Teleflex	MAD100	1 ea > 25bx > 100/cs	
41	MAD 300	Teleflex	CASE 100	200	\$ 403.08	\$ 80,616.87	\$ 544.16	\$ 108,832.77	EAW-202020	Teleflex	MAD300	1 ea > 25bx > 100/cs	
42	Magill Forceps (Adult)	Alternative or Equivalent	BOX 12	20	\$ 53.68	\$ 1,073.58	\$ 72.47	\$ 1,449.33	EAW-2360	Zulco	MAGILL ADULT	1 ea > 12/bx	
43	Magill Forceps (Pediatric)	Alternative or Equivalent	BOX 12	20	\$ 53.68	\$ 1,073.58	\$ 72.47	\$ 1,449.33	EAW-2361	Zulco	MAGILL 8"	1 ea > 12/bx	
44	Miller 0 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250500	Medsource	MS-46220	1 ea > 20/cs	
45	Miller 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250600	Medsource	MS-46221	1 ea > 20/cs	
46	Miller 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250700	Medsource	MS-46222	1 ea > 20/cs	
47	Miller 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250800	Medsource	MS-46223	1 ea > 20/cs	
48	Miller 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250900	Medsource	MS-46224	1 ea > 20/cs	
	Percentage Discount off Balance of Product Line for Lot 1			34%								x	
	Lot #2 Basic Life Support Airway											x	
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
1	Bite Sticks (one piece, non-toxic unbreakable)	Alternative or Equivalent	BAG 10	50	\$ 4.38	\$ 218.79	\$ 5.91	\$ 295.37	EAW-2790	ADC	4010T	10/pk	
2	Bulb Syringe (sterile 2 oz)	Alternative or Equivalent	CASE 50	30	\$ 27.65	\$ 829.52	\$ 37.33	\$ 1,119.85	EFA-5401	Amsino	AS00502S	1 ea > 50/cs	
3	BVM Nebulizer Kit	Alternative or Equivalent	CASE 50	500	\$ 185.57	\$ 92,783.13	\$ 250.51	\$ 125,257.23	EAW-20400099	QuadMed	EAW-20400099	1 ea > 50/cs	
4	BVM Neonate BVM Mask	Alternative or Equivalent	CASE 12	20	\$ 137.59	\$ 2,751.79	\$ 185.75	\$ 3,714.91	EAW-271402	Dynarex	5801	1 ea > 6/cs	
5	BVM Adult (bag valve disposable with mask and with bag reservoir)	SPUR II	CASE 10	300	\$ 105.93	\$ 31,779.76	\$ 143.01	\$ 42,902.67	EAW-2715	Ambu	520211000	1 ea > 12/cs	
6	BVM Child (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	EA	100	\$ 12.41	\$ 1,241.20	\$ 14.27	\$ 1,427.39	EAW-271503	Ambu	530213000	1 ea > 12/cs	
7	BVM Infant (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	100	\$ 124.12	\$ 12,412.05	\$ 167.56	\$ 16,756.27	EAW-271505	Ambu	530212000	1 ea > 12/cs	
8	Meconium Aspirator	Alternative or Equivalent	BOX 40	40	\$ 223.66	\$ 8,946.51	\$ 301.94	\$ 12,077.78	EAW-2225	VBM	49-30-000	1 ea > 40/cs	
9	NC Adult (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	3000	\$ 14.75	\$ 44,240.96	\$ 19.91	\$ 59,725.30	eaw-2000	various	144175	1 ea > 50/cs	
10	NC Pedi (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	500	\$ 15.36	\$ 7,680.72	\$ 20.74	\$ 10,368.98	eaw-2001	various	144165	1 ea > 50/cs	
11	Neb. Masks Adult (Nebulizer w/ adult aerosol mask and 7' O2 tubing)	Alternative or Equivalent	CASE 50	500	\$ 51.61	\$ 25,807.23	\$ 69.68	\$ 34,839.76	EAW-2022	Dynarex	5604	1 ea > 50/cs	



12	Neb. Masks\Pedi (Nebulizer w/ pediatric aerosol mask and 7' 02	Alternative or Equivalent	CASE 50	500	\$ 66.36	\$ 33,180.72	\$ 89.59	\$ 44,793.98	EAW-2022-P	Dynarex	5603	1 ea > 50/cs
13	Nebulizers (Nebulizer w/ T, mouth piece and 6" flex tube)	Alternative or Equivalent	CASE 50	1000	\$ 50.39	\$ 50,385.54	\$ 68.02	\$ 68,020.48	EAW-2020	Dynarex	5601	1 ea > 50/cs
14	NPA 12fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2412-S	Teleflex	123312	1ea > 10/bx
15	NPA 14fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2414-S	Teleflex	123314	1ea > 10/bx
16	NPA 16fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2416-S	Teleflex	123316	1ea > 10/bx
17	NPA 18fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2418-S	Teleflex	123318	1ea > 10/bx
18	NPA 20fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242001-S	Dynarex	4591	1ea > 10/bx
19	NPA 22fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242201-S	Dynarex	4592	1ea > 10/bx
20	NPA 24fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242401-S	Dynarex	4593	1ea > 10/bx
21	NPA 26fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242601-S	Dynarex	4594	1ea > 10/bx
22	NPA 28fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242801-S	Dynarex	4595	1ea > 10/bx
23	NPA 30fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243001-S	Dynarex	4596	1ea > 10/bx
24	NPA 32fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243201-S	Dynarex	4597	1ea > 10/bx
25	NPA 34fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243401-S	Dynarex	4598	1ea > 10/bx
26	NPA 36fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243601-S	Dynarex	4599	1ea > 10/bx
27	NRBM\Adult (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	6000	\$ 43.63	\$ 261,759.04	\$ 58.90	\$ 353,374.70	EAW-2011	Ventlab	2102	1 ea > 50/cs
28	NRBM\Pedi (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	1000	\$ 96.75	\$ 96,752.53	\$ 130.62	\$ 130,615.92	EAW-2009	Ventlab	2202	1 ea > 50/cs
29	O2 Supply Tubing (84 inch)	Alternative or Equivalent	CASE 50	50	\$ 21.51	\$ 1,075.30	\$ 29.03	\$ 1,451.66	EAW-2030	Dynarex	5101	1 ea > 50/cs
30	OPA 100mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 12.90	\$ 1,290.36	\$ 17.42	\$ 1,741.99	EAW-240501	Dynarex	4755	1 ea > 50/cs
31	OPA 110mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 12	100	\$ 3.39	\$ 339.18	\$ 4.58	\$ 457.89	EAW-241001	Dynarex	4765	1 ea > 50/cs
32	OPA 43mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	N/A	100	\$ 0.29	\$ 29.49	\$ 0.34	\$ 33.92	EAW-240001	Dynarex	4715	1 ea > 50/cs
33	OPA 60mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 12.90	\$ 1,290.36	\$ 17.42	\$ 1,741.99	EAW-240201	Dynarex	4725	1 ea > 50/cs
34	OPA 80mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 15.98	\$ 1,597.59	\$ 21.57	\$ 2,156.75	EAW-240301	Dynarex	4735	1 ea > 50/cs
35	OPA 90mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 15.98	\$ 1,597.59	\$ 21.57	\$ 2,156.75	EAW-240401	Dynarex	4745	1 ea > 50/cs
36	S3 Oropharyngeal Evacuation Tool (S3)	Alternative or Equivalent	EA	100	Discontinued				EAW-221306	SSCOR	44305C	Discontinued

37	SFM\Infant (Meduim concentration o2 mask infant)	Alternative or Equivalent	CASE 50	50	\$ 55.30	\$ 2,765.06	\$ 74.66	\$ 3,732.83	EAW-2008	various	0	1 ea > 50/cs
38	SFMPedi (Meduim concentration o2)	Alternative or	CASE 50	50	\$ 40.96	\$ 2,048.20	\$ 55.30	\$ 2,765.07	EAW-2006	Ventlab	2200	1 ea > 50/cs
39	Suction Canister disposable 1200cc (green top)	Bemis -484410	CASE 48	400	\$ 216.49	\$ 86,594.31	\$ 292.26	\$ 116,902.32	EAW-2220	Bemis	484410	1 ea > 48/cs
40	Suction Cath. 10fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2203	Dynarex	4810	1 ea > 50/cs
41	Suction Cath. 12fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2204	Dynarex	4812	1 ea > 50/cs
42	Suction Cath. 14fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 13.52	\$ 675.90	\$ 18.25	\$ 912.47	EAW-2205	Dynarex	4814	1 ea > 50/cs
43	Suction Cath. 16fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2206	Dynarex	4816	1 ea > 50/cs
44	Suction Cath. 18fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2207	Dynarex	4818	1 ea > 50/cs
45	Suction Cath. 6fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2201	Dynarex	4806	1 ea > 50/cs
46	Suction Cath. 8fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2202	Dynarex	4808	1 ea > 50/cs
47	Suction Tubing (1/4" x 6')	Alternative or Equivalent	CASE 50	300	\$ 68.82	\$ 20,645.78	\$ 92.91	\$ 27,871.81	EAW-2210	Conmed	36280	1 ea > 50/cs
48	Yankauer Suction tip (with control vent)	Alternative or Equivalent	CASE 50	400	\$ 33.80	\$ 13,518.07	\$ 45.62	\$ 18,249.40	EAW-220901-S	Conmed	34880	1 ea > 50/cs
	Percentage Discount off Balance of Product Line for Lot 2			24%								x
	Lot #3 Basic Life Support Supplies											x
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	x
1	Adult C-Collar (Stifneck Select)	Laerdal Medical	CASE 50	1000	\$ 286.88	\$ 286,875.00	\$ 387.28	\$ 387,281.25	ECO-3850	Laerdal	980010	1 ea > 50/cs
2	Pedi C-Collar (Stifneck Select)	Laerdal Medical	CASE 20	400	\$ 114.75	\$ 45,900.00	\$ 154.91	\$ 61,965.00	ECO-3857	Laerdal	980020/74611	1 ea > 50/cs
3	Alcohol Preps (medium size 200/box)	Alternative or Equivalent	BOX 200	400	\$ 1.54	\$ 614.46	\$ 2.07	\$ 829.52	EFA-4150	Dynarex	1113	200/bx > 10bx/cs
4	Ammonia Inhalants (10/box)	Alternative or Equivalent	BOX 10	400	\$ 17.93	\$ 7,171.08	\$ 24.20	\$ 9,680.96	EFA-4010	various	0100043K	10/bx
5	Band-Aids (Fabric) (3/4"x 3")	Alternative or Equivalent	BOX 100	400	Discontinued				EFA-1106	Shield Line	MPR-63101	100/bx
6	Bed Pan - Graphine Standard Pontoon	Medline	CASE 24	200	\$ 41.88	\$ 8,376.24	\$ 56.54	\$ 11,307.92	EFA-4513	Medline	DYNC8522	1 ea > 24/cs
7	Blanket Flame Resistant 60" x 80"	Alternative or Equivalent	CASE 25	400	\$ 195.78	\$ 78,312.00	\$ 264.30	\$ 105,721.20	EFA-117423	Kemp	10-604	1 ea > 25/cs
8	Blanket Fleece 60"x90"	Alternative or Equivalent	CASE 10	200	\$ 43.04	\$ 8,608.80	\$ 58.11	\$ 11,621.88	EFA-117402	Taylorhealthcare	60-FCB5084	1ea > 10/bx



9	C.A.T Combat Application Tourniquet (Black Color)	North American Rescue	EA	40	\$ 25.40	\$ 1,016.07	\$ 29.21	\$ 1,168.48	EFA-351520-BK	North American Rescue,	30-0001	1 ea
10	C.A.T Combat Application Tourniquet (Orange Color)	North American Rescue	N/A	40	\$ 25.40	\$ 1,016.07	\$ 29.21	\$ 1,168.48	EFA-351520-OR	North American Rescue,	30-0023	1 ea
11	Cardboard Splint 12" without foam	Alternative or Equivalent	PK 36	400	\$ 14.28	\$ 5,712.00	\$ 16.42	\$ 6,568.80	ESP-1500	DMS	61012M	1 ea > 36/cs
12	Cardboard Splint 24" without foam	Alternative or Equivalent	PK 36	400	\$ 30.09	\$ 12,036.00	\$ 34.60	\$ 13,841.40	ESP-1520	DMS	61024M	1 ea > 36/cs
13	Cardboard Splint 36" without foam	Alternative or Equivalent	PK 36	400	\$ 89.25	\$ 35,700.00	\$ 102.64	\$ 41,055.00	ESP-1573	DMS	61036MCF	1 ea > 36/cs
14	Cold Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	400	\$ 11.67	\$ 4,669.88	\$ 15.76	\$ 6,304.34	efa-4200	Shield Line	MPR-41274	24/cs
15	CPR Prompt Face Shield and Lung Combo (Adult/Child)	Alternative or Equivalent	PK 100	100	\$ 94.21	\$ 9,420.72	\$ 108.34	\$ 10,833.83	new item	nasco	lfo6206	x
16	CPR Prompt Face Shield and Lung Combo (Infant)	Alternative or Equivalent	PK 100	50	\$ 94.21	\$ 4,710.36	\$ 108.34	\$ 5,416.91	new item	nasco	lfo6207	x
17	Disposable Blankets (yellow minimum size 89"x58.5")	All Care	CASE 20	500	\$ 115.76	\$ 57,881.93	\$ 156.28	\$ 78,140.60	EFA-117302	Taylorhealthcare	90-YEB6090	1 ea > 20/cs
18	Disposable Pillow	Alternative or Equivalent	CASE 12	300	\$ 23.60	\$ 7,078.55	\$ 31.85	\$ 9,556.05	EIC-5102	Medline	NON24392	1 ea > 24/cs
19	Finger Ring Cutter	Alternative or Equivalent	EA	24	\$ 6.20	\$ 148.84	\$ 7.13	\$ 171.16	EMI-7107	various	129100	1 ea
20	Head Immobilizer STA-BLOK	Laerdal Medical	CASE 30	1400	\$ 147.90	\$ 207,060.00	\$ 199.67	\$ 279,531.00	EHI-975	Laerdal	58929 / 700-00001	1 ea > 30/cs
21	Hot Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	50	\$ 18.29	\$ 914.31	\$ 24.69	\$ 1,234.32	efa-4205	Dynarex	4516	24/cs
22	Irrigation Fluid\500ml Sterile Water	Alternative or Equivalent	CASE 18	350	No bid				no bid	#N/A	#N/A	x
23	Kling 2" (sterile 2" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.70	\$ 339.18	\$ 2.29	\$ 457.89	EFA-1004	Dukal	8513	12/bx > 8bx/cs
24	Kling 4" (sterile 4" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 3.07	\$ 614.46	\$ 4.15	\$ 829.52	EFA-1006	various	3114/0200062	12/bx > 8bx/cs
25	Kling 6" (sterile 6" x 4 yds 6 per box)	Alternative or Equivalent	BOX 12	200	\$ 2.22	\$ 444.87	\$ 3.00	\$ 600.57	EFA-1007	Dukal	8516	12/bx > 8bx/cs
26	Lock Tags with numbers (bag of 100)	Alternative or Equivalent	PK 100	200	\$ 33.52	\$ 6,704.80	\$ 38.55	\$ 7,710.52	EMI-9220-GR	Healthmark	6323 GREEN	100/pk
27	Loop Backboard Strap 5' Two Piece Black (1 pair)	Alternative or Equivalent	EA	50	\$ 1.89	\$ 94.29	\$ 2.17	\$ 108.43	est-1390-bk	QuadMed	EST-1390-BK	1 ea
28	Loop Backboard Strap 5' Two Piece Orange (1 pair)	Alternative or Equivalent	EA	50	\$ 1.96	\$ 97.85	\$ 2.25	\$ 112.53	est-1390-or	QuadMed	EST-1390-OR	1 ea
29	MegaMover Plus	Alternative or Equivalent	CASE 10	300	\$ 284.60	\$ 85,381.46	\$ 384.22	\$ 115,264.98	EBB-4965	Graham	53376	1ea > 10/bx
30	Multi-Trauma Dressing (sterile minimum 10" x 30")	Alternative or Equivalent	CASE 50	500	\$ 43.63	\$ 21,813.25	\$ 58.90	\$ 29,447.89	EFA-1175	Shield Line	MPR-61204	1 ea > 50/cs
31	Nasco Intraosseous Infusion Simulator Bone Replacements	Alternative or Equivalent	EA	50	\$ 43.63	\$ 2,181.33	\$ 50.17	\$ 2,508.52	new item	nasco	lfo3831	x
32	Nasco Intraosseous Infusion Simulator Skin Replacements	Alternative or Equivalent	N/A	50	\$ 267.47	\$ 13,373.73	\$ 307.60	\$ 15,379.79	new item	nasco	lfo3832	x

33	Non Sterile 4x4 gauze (200 per bag)	Alternative or Equivalent	BAG 200	1000	\$ 2.64	\$ 2,642.17	\$ 3.57	\$ 3,566.93	EFA-1021	Dukal	8509	200/pk > 20pks/cs	
34	O.B Kit (soft package)	Alternative or Equivalent		50	\$ 7.23	\$ 361.30	\$ 8.31	\$ 415.50	EFA-54000099	QuadMed	EFA-54000099	1 ea	
35	Patient Restraints Wrist and Ankle (disposable)	Alternative or Equivalent		50	\$ 4.01	\$ 200.44	\$ 4.61	\$ 230.51	est-1114	DMS	501110M	1 ea > 48/cs	
36	Pen Lights (disposable) package of 6	Alternative or Equivalent	PK 6	100	\$ 5.10	\$ 510.00	\$ 5.87	\$ 586.50	emi-7120	Medsource	MS-PEL100	6/pk > 20pks/ cs	
37	Stretcher Sheets - Fitted Sheet 36x90	Taylor G Force Sure Fit	CASE 30	15,000	\$ 92.62	\$ 1,389,240.00	\$ 125.03	\$ 1,875,474.00	EIC-1873	Taylorhealthcare	90-GFRC3690	30/cs	
38	Sterile 4x4 gauze (50 per box)	Alternative or Equivalent	BOX 50	100	\$ 1.60	\$ 159.76	\$ 2.16	\$ 215.67	EFA-1034	Shield Line	MRP-60543	50bx > 24bx/cs	
39	Sterile 5x9 ABD Pad (20 per box)	Alternative or Equivalent	TR 25	50	\$ 2.85	\$ 142.29	\$ 3.27	\$ 163.63	EFA-1060	Shield Line	MPR-60775	20/bx	
40	Sterile Burn Sheet (sterile 60" x 96")	Alternative or Equivalent	CASE 12	50	\$ 33.18	\$ 1,659.03	\$ 44.79	\$ 2,239.69	efa-1171	Medsource	MS-BS0033	1 ea > 12/cs	
41	Tape 1" hypoallergenic clear (adhesive 12 rolls/box)	Alternative or Equivalent	BOX 12	200	\$ 7.59	\$ 1,518.94	\$ 10.25	\$ 2,050.57	EFA-115401	Shield Line	MPR-62202	12/bx > 12bx/cs	
42	Tape 2" hypoallergenic clear (adhesive 6 rolls/box)	Alternative or Equivalent	BOX 6	200	\$ 4.81	\$ 962.88	\$ 6.50	\$ 1,299.89	EFA-115402	Shield Line	MPR-62203	6/bx > 12bx/cs	
43	Tape 3" hypoallergenic clear (adhesive 4 rolls/box)	Alternative or Equivalent	BOX 40	200	\$ 42.77	\$ 8,553.72	\$ 57.74	\$ 11,547.52	EFA-115403	Shield Line	MPR-62204	4/bx > 12bx/cs	
44	Thermal Emergency Blanket Silver 84 x 52"	Alternative or Equivalent	CASE 120	100	\$ 56.04	\$ 5,603.86	\$ 75.65	\$ 7,565.20	efa-1170	Dukal	721	1 ea > 120/cs	
45	Trauma Shears 7.5" long	Alternative or Equivalent	BOX 12	500	\$ 10.12	\$ 5,059.20	\$ 13.66	\$ 6,829.92	EMI-7260-BK	Zulco	157-176BK	1 ea > 12/bx	
46	Triage Tags Start Triage (pack of 50) - Waterproof	Disaster Management Systems	BAG 50	200	\$ 89.20	\$ 17,840.48	\$ 120.42	\$ 24,084.65	EMI-928101	Disamgt	DMS-05420F	1 ea > 50/pk	
47	Triangular Bandage	Alternative or Equivalent	CASE 240	500	\$ 62.67	\$ 31,337.35	\$ 84.61	\$ 42,305.42	EFA-109010	Medsource	MS-11050	12pk > 20pks/cs	
48	Urinal (plastic 1 quart)	Alternative or Equivalent	CASE 50	100	\$ 61.45	\$ 6,144.58	\$ 82.95	\$ 8,295.18	EFA-4514	various	88903	1 ea > 48/cs	
49	Vaseline Gauze 3:" x 9"	Alternative or Equivalent	BOX 50	100	\$ 23.04	\$ 2,304.22	\$ 31.11	\$ 3,110.69	EFA-1052	Dynarex	3039	50/bx	
50	Wash Basins (plastic 6 quart)	Alternative or Equivalent	CASE 50	400	\$ 45.47	\$ 18,188.64	\$ 61.39	\$ 24,554.66	EFA-4508	Medline	DYND80342	1 ea > 50/cs	
51	Window Punch	Alternative or Equivalent	EA	30	\$ 5.10	\$ 153.00	\$ 5.87	\$ 175.95	EMI-7102	various	1076	1 ea	
	Percentage Discount off Balance of Product Line for Lot 3			22%								x	
	Lot #4 Personal Protective Equipment							\$ -				x	
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
1	CPR Microshield	Alternative or Equivalent	CASE 50	50	\$ 486.65	\$ 24,332.53	\$ 656.98	\$ 32,848.92	EAW-2750	various	70-150/35472	1 ea > 50/cs	
2	Fluid Shield / Resistant Mask w/ Shield	Alternative or Equivalent	BOX 25	30	\$ 36.87	\$ 1,106.02	\$ 49.77	\$ 1,493.13	EIC-5150	Dynarex	2202	50/bx	
3	Hand Cleaner (antimicrobial) 4 ounce size	Alternative or Equivalent	CASE 24	500	\$ 2.06	\$ 1,032.29	\$ 2.79	\$ 1,393.59	EIC-630302	Dukal	HS3787	1 ea > 24/cs	
4	N95 3M V-Flex Model # 9105	3M	N/A	20	\$ -	\$ -	\$ -	\$ -	new item	3m	9105	x	

5	N95 3M V-Flex Model # 9105S	3M	N/A	20		\$ -	\$ -	\$ -	new item	3m	9105s	x	
6	Personal Antimicrobial Wipes	Alternative or Equivalent	CASE 12	100		\$ 83.03	\$ 8,302.55	\$ 112.08	\$ 11,208.45	EIC-410403	PDI	Q89072	1 ea > 12/cs
7	Personal Protection Gown	Alternative or Equivalent	CASE 50	200		\$ 49.16	\$ 9,831.33	\$ 66.36	\$ 13,272.29	EIC-5101	Dynarex	2141	50/cs
8	Red Biohazard Bag 1.2mil Red with Black Print (40x46") 40-45gallon	Alternative or Equivalent	CASE 100	50		\$ 70.66	\$ 3,533.13	\$ 95.39	\$ 4,769.73	EIC-5454	Medline	NON123848	100/cs
9	Red Biohazard Bag 1.2mil Red with Black Print (23"x23") 7-10gallon	Alternative or Equivalent	CASE 500	50	No bid					EIC-544802	Medline	NON152426	200/cs
10	Safety Glasses (wrap around style) (ANSI Z87.1-1989)	Alternative or Equivalent	CASE 12	100		\$ 2.57	\$ 257.04	\$ 3.47	\$ 347.00	emi-7715	various	53079 / 2400	1 ea > 12/cs
11	Sanizide Bottle 32oz	Safe Tec of America	CASE 6	500		\$ 41.92	\$ 20,959.16	\$ 56.59	\$ 28,294.86	EIC-6371	Safetec	34810	1 ea > 6/cs
12	Sanizide Gallon bottle	Safe Tec of America	CASE 4	100		\$ 87.60	\$ 8,759.71	\$ 118.26	\$ 11,825.61	EIC-6373	Safetec	34815	1 ea > 4/cs
13	Tyvek Non-Sterile Sleeve (case od 500) 18 inch long	Alternative or Equivalent	CASE 60	20		\$ 73.73	\$ 1,474.70	\$ 99.54	\$ 1,990.84	EIC-5113	Dynarex	2137	60/cs
14	Sharps Container - 1 Quart, Red (Oval)	Kendall - 8303SA	CASE 200	500		\$ 840.58	\$ 420,289.16	\$ 1,134.78	\$ 567,390.36	EIC-351701	Cardinal	8303SA	1 ea > 20/cs
15	Sharps Container - 2 Gallon Red with Rotor Lid 10" H x 7.25" D x 10.5" W	Kendall - 8970	CASE 200	300		\$ 798.80	\$ 239,638.55	\$ 1,078.37	\$ 323,512.05	EIC-3548	Cardinal	8970	1 ea > 20/cs
16	Sharps Container - Sm Rescue Square (1 quart sage 6.19" x 3.87" x 3.87")	Cardinal Health	CASE 100	300		\$ 215.06	\$ 64,517.04	\$ 290.33	\$ 87,098.00	EIC-3517	Cardinal	8900SA	1ea > 100cs
17	Sharps Container - 6.9qt One Piece Red/Clear Collector Sharps 6.9qt One Piece	Becton-Dickinson	CASE 12	100		\$ 112.81	\$ 11,281.20	\$ 152.30	\$ 15,229.62	EIC-352304	BD	305489	1 ea > 12/cs
18	Sharps Container - 5qt Polypropylene Mailbox Style Lid Horizontal Drop For Patient Room Autoclavable Disposable	Medtronic	CASE 20	100		\$ 106.67	\$ 10,666.99	\$ 144.00	\$ 14,400.43	EIC-3538	Cardinal	8507SA	1 ea > 20/cs
	Percentage Discount off Balance of Product Line for Lot 4			15%									x
	Lot #5 Intravenous V Supplies												x
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
1	10cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	10	\$ 10.80	\$ 108.00	\$ 14.58	\$ 145.80	EDI-340005	Dynarex	6990	100/bx > 8bx/cs	
2	1cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 2100	20	\$ 14.78	\$ 295.68	\$ 19.96	\$ 399.17	EDI-340000	various	26050	100/bx > 10bx/cs	
3	30cc Syringes (needleless) luer lock of 50	Alternative or Equivalent	BOX 40	10	\$ 14.64	\$ 146.40	\$ 19.76	\$ 197.64	EDI-340011	Dynarex	6992	50/bx	
4	3cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	5	\$ 8.16	\$ 40.80	\$ 11.02	\$ 55.08	EDI-340121	Dynarex	6988	100/bx > 8bx/cs	
5	Extension Set 6" - MS-83091	MedSource	CASE 50	5000	\$ 58.20	\$ 291,000.00	\$ 78.57	\$ 392,850.00	EDI-324203	Medsource	MS-83091	1 ea > 50/cs	
6	Butterfly Needle 19 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-300901	various	26702	50/bx	
7	Butterfly Needle 21 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 149.28	\$ 298.56	\$ 201.53	\$ 403.06	EDI-301101	various	26704	50/bx	
8	Butterfly Needle 23 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-301301	various	26706	50/bx	
9	Butterfly Needle 25 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-301501	various	26708	50/bx	

10	EZ-IO Needle Sets 15 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
11	EZ-IO Needle Sets 25 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
12	EZ-IO Needle Sets 45 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
13	Flush syringe 10ml pre-filled saline	Alternative or Equivalent	BOX 100	500	no bid				no bid	#N/A	#N/A	x
14	Glucose strips- Countour realated Item	Baeyer	BOX 50	400	\$ 15.30	\$ 6,120.00	\$ 20.66	\$ 8,262.00	EFA-400310	Bayer	Contour Strips	50/bx > 24bx/cs
15	Glucometer - Countour realated Item	Baeyer	EA	50	Discontinued				EFA-400300	Bayer	Contour Meter	1 ea
16	I.O. Needle 15ga (Jamshidi Intraosseous)	Alternative or Equivalent	EA	20	\$ 29.81	\$ 596.16	\$ 34.28	\$ 685.58	EDI-3420-S	Medical Innovations	DIN 1515 X	1ea > 10/bx
17	Introcan Safety IV Catheter 14 ga x 2"	North American Rescue Products	EA	20	\$ 101.40	\$ 2,028.00	\$ 116.61	\$ 2,332.20	EDI-2999-I	Braun	4252594	50/bx
18	Lancets (safety self-retracting)	Alternative or Equivalent	BOX 200	50	Discontinued				EDI-3283-OR	Statmed	SAN-100	Discontinued
19	Normal Saline 1000ml IV Bags (case of 12)	Alternative or Equivalent	CASE 12	800	No bid				no bid	#N/A	#N/A	x
20	Normal saline 250ml IV Bags	Alternative or Equivalent	CASE 24	20	No bid				no bid	#N/A	#N/A	x
21	Normal Saline 500ml IV Bags	Alternative or Equivalent	CASE 24	10	No bid				no bid	#N/A	#N/A	x
22	Prep Razors (not disposable BIC style)	Alternative or Equivalent	CASE 250	200	\$ 111.54	\$ 22,307.40	\$ 150.57	\$ 30,114.99	EMI-921305	Dynarex	4251	50/bx
23	Pressure Infuser (disposable bag)	Alternative or Equivalent	CASE 10	100	\$ 117.98	\$ 11,798.40	\$ 159.28	\$ 15,927.84	EDI-325800	Salter Labs	FC-ZIT-1002	1ea > 10/bx
24	Clear Safe Safety I.V. Catheters 14 x 1.25"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3000-P	Smiths	3048	50/bx
									Per prior Approval- Smiths Medical accepted			x
25	Clear Safe Safety I.V. Catheters 16 x 1.25"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3001-P	Smiths	3042	50/bx > 4bx/cs
									Per prior Approval- Smiths Medical accepted			x
26	Clear Safe Safety I.V. Catheters 18 x 1.25"	Curaplex	BOX 50	75	\$ 78.00	\$ 5,850.00	\$ 105.30	\$ 7,897.50	EDI-3002-P	Smiths	3055	50/bx > 4bx/cs
						\$ -			Per prior Approval- Smiths Medical accepted			x
27	Clear Safe Safety I.V. Catheters 20 x 1"	Curaplex	BOX 50	100	\$ 78.00	\$ 7,800.00	\$ 105.30	\$ 10,530.00	EDI-3003-P	Smiths	3056	50/bx > 4bx/cs
									Per prior Approval- Smiths Medical accepted			x
28	Clear Safe Safety I.V. Catheters 22 x 1"	Curaplex	BOX 50	75	\$ 78.00	\$ 5,850.00	\$ 105.30	\$ 7,897.50	EDI-3004-P	Smiths	3050	50/bx > 4bx/cs
									Per prior Approval- Smiths Medical accepted			x
29	Clear Safe Safety I.V. Catheters 24 x 0.75"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3005-P	Smiths	3053	50/bx

									Per prior Approval- Smiths Medical accepted				
30	Safesite anti-stuck cannula for rubber stopper vials	Alternative or Equivalent	N/A	300	\$ 45.60	\$ 13,681.26	\$ 52.44	\$ 15,733.45	EDI-3270	BD	303367	100/bx	
31	Safesite Blunt Syringe-tip cannula	Alternative or Equivalent	N/A	300	\$ 45.12	\$ 13,537.44	\$ 51.89	\$ 15,568.06	EDI-326301	BD	303345	100/bx	
32	Safesite Injection Site valve	Alternative or Equivalent	N/A	300	Discontinued				EDI-323805	Statforce	EDI-323805	100/bx	
33	Safety Hypo Needles 18g box of 50	Alternative or Equivalent	BOX 100	30	\$ 3.60	\$ 108.00	\$ 4.86	\$ 145.80	EDI-339121	Dynarex	6961	100/bx > 10bx/cs	
34	Safety Hypo Needles 23g box of 50	Alternative or Equivalent	BOX 100	10	\$ 4.48	\$ 44.76	\$ 6.04	\$ 60.43	EDI-339130	Dynarex	6970	100/bx > 10bx/cs	
35	Safety Hypo Needles 25g box of 50	Alternative or Equivalent	BOX 100	10	\$ 8.22	\$ 82.20	\$ 11.10	\$ 110.97	EDI-339132	Cardinal	1188825100	100/bx > 10bx/cs	
36	IV Admin Set, Amsafe-3, 10-15-60 Drop, 2 AMSafe Needlefree sites, 2 Split Septum w/6inch Ext	Amiso	CASE 48	6000	\$ 220.03	\$ 1,320,192.00	\$ 297.04	\$ 1,782,259.20	EDI-3211	Amsino	D38301	1 ea > 50/cs	
37	Tourniquets Latex free (not penrose drain style) pack of 10	Alternative or Equivalent	PK 250	300	\$ 23.60	\$ 7,078.55	\$ 27.13	\$ 8,140.34	EFA-350140	Elastomer	P209	250/pk	
38	Veniguards (adult) box	Alternative or Equivalent	BOX 100	500	\$ 20.30	\$ 10,150.84	\$ 27.41	\$ 13,703.64	EFA-350503	Medsource	MS-11101	100/bx	
39	Veniguards (pediatric) box	Alternative or Equivalent	BOX 100	100	\$ 49.16	\$ 4,915.66	\$ 66.36	\$ 6,636.14	EFA-3506	Conmed	730-4432	100/bx	
	Percentage Discount off Balance of Product Line for Lot 5			44%								x	
	Lot #6 Electrocardiogram Equipment											x	
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
1	Adult EKG Dots White Sensor Electrodes (10 pack)	Ambu	PK 10	3000	\$ 1.32	\$ 3,960.00	\$ 1.52	\$ 4,554.00	EDI-314410	Ambu	WS-00-S/10	10/pk > 360pks/cs	
2	Adult EKG Dots White Sensor Electrodes (4 pack)	Ambu	PK 4	1000	\$ 0.49	\$ 492.00	\$ 0.57	\$ 565.80	EDI-314404	Ambu	WS-00-S/4	4/pk > 900pks/cs	
3	Pedi EKG Dots (10 pack)	Ambu	PK 10	1000	\$ 3.12	\$ 3,120.00	\$ 3.59	\$ 3,588.00	EDI-313910	Ambu	SP-00-S-10	10pk > 100pk/cs	
4	Pedi EKG Dots (4 pack)	Ambu	PK 4	50	\$ 1.26	\$ 63.00	\$ 1.45	\$ 72.45	EDI-313904	Ambu	SP-00-S/4	4pk > 250pk/cs	
5	Adult Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	300	\$ 679.20	\$ 203,759.28	\$ 916.92	\$ 275,075.03	EDI-712602	SALTER	4MSF1-7-6-25	1 ea > 25bx > 100/cs	
6	Adult Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	5000	\$ 73.70	\$ 368,520.00	\$ 99.50	\$ 497,502.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs	
7	CPAP/Capnography Kit, O2MAX Neb Bitrac ED Mask Adult MED_3-SET	Pulmodyne	CASE 10	1000	\$ 551.17	\$ 551,168.67	\$ 744.08	\$ 744,077.71	EAW-207348	Pulmodyne	B101551	1ea > 10/bx	
8	Large CPAP Mask	Pulmodyne	CASE 50	500	\$ 1,284.22	\$ 642,108.43	\$ 1,733.69	\$ 866,846.39	EAW-207332	Pulmodyne	313-7030	1 ea > 10/cs	
9	Lifepak 15 12 lead assembly Limb Cable	Physio	N/A	50	\$ 188.65	\$ 9,432.60	\$ 216.95	\$ 10,847.49	EDI-318910	Physio	11111-000022	1 ea	
10	Lifepak 15 12 lead assembly Trunk cable	Physio	EA	50	\$ 468.31	\$ 23,415.60	\$ 538.56	\$ 26,927.94	EDI-318715	Physio	11111-000018	1 ea	
11	Lifepak 15 12 lead assembly V-lead Cable	Physio	EA	25	\$ 167.16	\$ 4,179.00	\$ 192.23	\$ 4,805.85	EDI-3188-5	Physio	0	1 ea	
12	Lifepak 15 Adult Quick Combo Pads	Physio	EA	300	\$ 44.56	\$ 13,366.80	\$ 51.24	\$ 15,371.82	EDI-3168-S	Physio	11996-000091	1ea > 10/bx	



13	Lifepak 15 Pediatric Quick Combo Pads	Physio	EA	50	\$ 47.57	\$ 2,378.40	\$ 54.70	\$ 2,735.16	EDI-3172-S	Physio	11996-000093	1 ea > 5pr/cs
14	Lifepak 15 Therapy / Quick combo Cable	Physio	EA	15	\$ 474.00	\$ 7,110.00	\$ 545.10	\$ 8,176.50	EDI-318601	Physio	11113-000004	1 ea
15	Lifepak-15 EKG Paper (Roll)	Alternative or Equivalent	EA	400	\$ 1.89	\$ 754.80	\$ 2.17	\$ 868.02	EDI-3127	Printmedia	6693246	1 ea > 60/cs
16	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Adult	Masimo	EA	100	\$ 144.00	\$ 14,400.00	\$ 165.60	\$ 16,560.00	EDI-705030	Masimo	2501	1 ea
17	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Pedi	Masimo	EA	100	\$ 180.00	\$ 18,000.00	\$ 207.00	\$ 20,700.00	EDI-705031	Masimo	2502	1 ea
18	Single-Use Adhesive Neonatal Finger Sensor	Masimo	N/A	500	\$ 15.00	\$ 7,500.00	\$ 17.25	\$ 8,625.00	EDI-704303-S	Masimo	2329	1 ea > 20/cs
19	Single-Use Adhesive Adult Finger Sensor	Masimo	CASE 20	1000	\$ 252.00	\$ 252,000.00	\$ 340.20	\$ 340,200.00	EDI-7043-S	Masimo	1859,11171-000019	1 ea > 20/cs
20	Single-Use Adhesive Infant Finger Sensor (Set M-LNCS Connection)	Masimo	N/A	500	\$ 15.00	\$ 7,500.00	\$ 17.25	\$ 8,625.00	EDI-705024-S	Masimo	2512	1 ea > 20/cs
21	Single-Use Adhesive Pediatric Finger Sensor (Set M-LNCS Connection)	Masimo	CASE 20	1000	\$ 276.00	\$ 276,000.00	\$ 372.60	\$ 372,600.00	EDI-705023-S	Masimo	2511	1 ea > 20/cs
22	SET Rainbow Sensor (Set M-LNCS Connection)	Masimo		10	\$ 270.59	\$ 2,705.88	\$ 311.18	\$ 3,111.76	EDI-705006	Masimo	2696	1 ea
23	Pediatric Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	100	\$ 679.20	\$ 67,920.00	\$ 916.92	\$ 91,692.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs
24	Pediatric Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 25	300	\$ 1,066.80	\$ 320,040.00	\$ 1,440.18	\$ 432,054.00	edi-712701	Westmed	916	1 ea > 25bx > 100/cs
25	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	30	\$ 24.00	\$ 720.00	\$ 27.60	\$ 828.00	EDI-732630	Ultracheck	US2635MHP-05	1 ea > 5pr/cs
26	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	30	\$ 18.00	\$ 540.00	\$ 20.70	\$ 621.00	EDI-732632	Ultracheck	US1320MHP-05	1 ea > 5pr/cs
27	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Infant	Physio	EA	20	\$ 18.00	\$ 360.00	\$ 20.70	\$ 414.00	EDI-732633	Ultracheck	US0814MHP-05	1 ea > 5pr/cs
28	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Large Adult	Physio	EA	20	\$ 26.16	\$ 523.20	\$ 30.08	\$ 601.68	EDI-732634	Ultracheck	US3242MHP-05	1 ea > 5pr/cs
29	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	20	\$ 44.40	\$ 888.00	\$ 51.06	\$ 1,021.20	EDI-732636	Ultracheck	US4250MHP-05	1 ea > 5pr/cs
30	NIBP Hose, Bayonet Design, Coiled 9ft	Physio		15	\$ 113.76	\$ 1,706.40	\$ 130.82	\$ 1,962.36	EDI-7336	Physio	21300-008148	1 ea
31	NIBP Hose, Bayonet Design, Uncoiled	Physio		15	\$ 137.10	\$ 2,056.50	\$ 157.67	\$ 2,364.98	EDI-712501	Physio	21300-008147	1 ea
32	SPO2 Extension Cable Masimo 4 foot cable for the Masimo Set Reusable	Masimo	N/A	100	\$ 96.00	\$ 9,600.00	\$ 110.40	\$ 11,040.00	EDI-705211	Masimo	2406	1 ea
33	Thermoscan Probe Covers 200/box	Alternative or Equivalent	BOX 200	100	\$ 16.51	\$ 1,651.20	\$ 22.29	\$ 2,229.12	EDI-745401	Welch Allyn	06000-005 / 26801	200/bx
34	Zoll AED Plus STAT-PADZ II (adult)	Zoll	PAIR	20	\$ 45.30	\$ 906.00	\$ 52.10	\$ 1,041.90	EDI-316210	zoll	8900-0802-01	10/pk
	Percentage Discount off Balance of Product Line for Lot 6			24%								x
	Lot #7 Miscellaneous Emergency Equipment and Supplies											x
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	x
1	High Five Blaze 10.5 PF Nitrile Glove (Small)	MicroFlex	BOX 10	100	\$ 216.38	\$ 21,637.68	\$ 292.11	\$ 29,210.87	EGL-520701-S	Microflex	N481	100/bx > 10bx/cs
2	High Five Blaze 10.5 PF Nitrile Glove (Medium)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520702-S	Microflex	N482	100/bx > 10bx/cs

3	High Five Blaze 10.5 PF Nitrile Glove (Large)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520703-S	Microflex	N483	100/bx > 10bx/cs
4	High Five Blaze 10.5 PF Nitrile Glove (X-Large)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520704-S	Microflex	N484	100/bx > 10bx/cs
5	High Five Blaze 10.5 PF Nitrile Glove (XX-Large)	MicroFlex	BOX 10	200	\$ 216.38	\$ 43,275.37	\$ 292.11	\$ 58,421.74	EGL-520705-S	Microflex	N485	100/bx > 10bx/cs
6	King Vision Standard Blade (KV031)	Ambu	EA	200	\$ 52.17	\$ 10,433.49	\$ 59.99	\$ 11,998.52	EAW-235822	Ambu	KVL03	1 ea
7	King Vision Channeled Blade (KV003)	Ambu	EA	200	\$ 52.17	\$ 10,433.49	\$ 59.99	\$ 11,998.52	EAW-235823	Ambu	KVL03C	1 ea
8	Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730000	Medsource	MS-BP100	1 ea
9	Large Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 8.50	\$ 1,274.40	\$ 9.77	\$ 1,465.56	EDI-730004	Medsource	MS-BP200	1 ea
10	Child Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730002	Medsource	MS-BP300	1 ea
11	Infant Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730003	Medsource	MS-BP400	1 ea
12	Thigh Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 8.50	\$ 1,274.40	\$ 9.77	\$ 1,465.56	EDI-730006	Medsource	MS-BP500	1 ea
13	SOF Tactical Tourniquet, Wide, Black	Tactical Medical Solutions	EA	150	\$ 26.74	\$ 4,011.18	\$ 30.75	\$ 4,612.86	EFA-351531-BK	Tactical	SOFTT-W	1 ea
14	Celox Rapid Hemostatic Gauze, Z-Fold, 3" By 5foot	Celox	EA	40	\$ 35.22	\$ 1,408.82	\$ 40.50	\$ 1,620.15	EFA-105832	Celox	30-220	1 ea
15	Celox Rapid Ribbon Hemostatic Gauze, Z-Fold, 1" by 5foot	Celox	EA	40	\$ 26.75	\$ 1,070.18	\$ 30.77	\$ 1,230.71	EFA-105837	Celox	30-225	1 ea
16	Celox Rapid Hemostatic Gauze, Z-Fold, 10foot	Celox	EA	40	Discontinued				EFA-105831	Celox	30-210	Discontinued
17	Cobat Cravat	Alternative or Equivalent	EA	50	\$ 6.46	\$ 323.00	\$ 7.43	\$ 371.45	TAC-8646	H&Hassoc	HHSBD01	1 ea
18	Olaes Bandage, 4 inches	Alternative or Equivalent	EA	50	\$ 3.38	\$ 168.98	\$ 3.89	\$ 194.32	EFA-101102	Dynarex	3683	1ea > 100cs
19	Olaes Bandage, 6 inches	Alternative or Equivalent	EA	50	\$ 3.99	\$ 199.70	\$ 4.59	\$ 229.65	EFA-101202	Dynarex	3684	1 ea > 50/cs
20	Universal SAM Splint II, 36 inches Flat, Dark Green	Alternative or Equivalent	EA	50	\$ 3.54	\$ 177.08	\$ 4.07	\$ 203.65	ESP-633610-OR	Dynarex	230564	1ea > 100cs
					\$ -			\$ -		Does not come in green		x
21	Blast Bandage	Alternative or Equivalent	EA	100	\$ 7.87	\$ 786.51	\$ 9.04	\$ 904.48	EFA-101335	Tactical	BLAST	1 ea



22	Coflex 4" by 5 yards	Alternative or Equivalent	EA	200	\$ 17.71	\$ 3,541.73	\$ 20.36	\$ 4,073.00	efa-107804	Dukal	8045T	18/bx
23	Coflex 6" by 5 yards	Alternative or Equivalent	EA	200	\$ 23.23	\$ 4,645.30	\$ 26.71	\$ 5,342.10	efa-107806	Shield Line	MPR-65105	12/bx
24	Elastic Bandage Rolls 4" by 4.5 yards	Alternative or Equivalent	EA	100	\$ 5.33	\$ 533.46	\$ 6.13	\$ 613.48	efa-1072	Dukal	504LF	10/bx > 5bx/cs
25	IV Start Kit	Alternative or Equivalent	EA	200	\$ 0.70	\$ 139.20	\$ 0.80	\$ 160.08	edi-349999	QuadMed	EDI-349999	1 ea
26	Adult Traction Split	Alternative or Equivalent	EA	25	\$ 179.17	\$ 4,479.17	\$ 206.04	\$ 5,151.04	ESP-311001-OR	EPandR	EP-800	1 ea
27	Pedi Traction Split	Alternative or Equivalent	EA	25	\$ 266.33	\$ 6,658.33	\$ 306.28	\$ 7,657.08	ESP-3101	Faretec	1126512	1 ea
28	KED	Alternative or Equivalent	EA	25	\$ 56.42	\$ 1,410.59	\$ 64.89	\$ 1,622.17	EBB-4661-GR	Medsource	MS-ED2253	1 ea
29	Pedi Immobilizer	Alternative or Equivalent	EA	25	\$ 144.85	\$ 3,621.31	\$ 166.58	\$ 4,164.51	EBB-175099	QuadMed	EBB-175099	1 ea
30	Multi-Cuff BP System (Large Adult, Reg Adult, Child, Infant, Thigh)	Alternative or Equivalent	EA	25	\$ 37.20	\$ 930.00	\$ 42.78	\$ 1,069.50	edi-732501-bl	Medsource	MS-MED5N	1 ea
31	Dual Bell Stethoscope , Sprague Rappaport Type	Alternative or Equivalent	EA	100	\$ 5.04	\$ 504.00	\$ 5.80	\$ 579.60	EDI-7370-BK	Zulco	100-3001BLK	1 ea
32	Pelican 1550 Case, Orange with EMS Inserts Top and Bottom	Pelican	EA	40	\$ 26.16	\$ 9,384.55	\$ 30.08	\$ 1,203.36	1550ems	pelican	1550ems	1 ea
33	Pelican 1550 Case, Yellow with EMS Insert Top Only	Pelican	EA	40	\$ 44.40	\$ 9,384.55	\$ 51.06	\$ 2,042.40	1550ems	pelican	1550ems	1 ea
34	Pelican Lid Medication Insert for 1550	Pelican	EA	40	\$ 68.85	\$ 2,754.00	\$ 79.18	\$ 3,167.10	ECC-155411	Pelican	ECC-155411	1 ea
35	Pelican 1550 EMS Inserts Bottom	Pelican	EA	40	\$ 111.78	\$ 4,471.27	\$ 128.55	\$ 5,141.96	ECC-155403	Pelican	1555	1 ea
36	O2 Regulator, 0-25 LPM, Barb and 2 DISS Power Take-Offs - #CGA870	Meret	EA	100	\$ 36.81	\$ 3,680.60	\$ 42.33	\$ 4,232.69	EAW-280601	Cramer	AREG8725-B2D	1 ea
37	LifePak 15 Standard Carrying Case	Physio	EA	20	\$ 409.54	\$ 8,190.72	\$ 470.97	\$ 9,419.33	EDI-707715	Physio	11577-000002	1 ea
38	LifePak 15 Top Pouch	Physio	EA	10	\$ 73.94	\$ 739.44	\$ 85.04	\$ 850.36	EDI-707718	Physio	11220-000028	1 ea
39	Lifepak 15 Rear Pouch	Physio	EA	10	\$ 105.23	\$ 1,052.28	\$ 121.01	\$ 1,210.12	EDI-707716	Physio	11260-000039	1 ea
40	Lifepak 15 Shoulder Strap	Physio	EA	20	\$ 49.30	\$ 985.92	\$ 56.69	\$ 1,133.81	EDI-707717	Physio	11577-000001	1 ea

41	M.U.L.E. Pro Multi Use Large Equipment Response System - RS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 318.69	\$ 1,593.43	\$ 366.49	\$ 1,832.45	ECC-2525-BK	Meret	M5107	1 ea
42	XTRA Fill Pro Modules - TS2 Ready(Infectious Control Bag)	Meret	EA	5	\$ 76.44	\$ 382.19	\$ 87.90	\$ 439.52	ECC-2563-RD	Meret	M5101C-F	1 ea
43	Recovery PRO O2 Response Bag - TS2 Ready Tactical Black	Meret	EA	5	\$ 262.45	\$ 1,312.23	\$ 301.81	\$ 1,509.06	ECC-2540-TB	Meret	M5108	1 ea
44	XTRA Fill Pro Modules - TS2 Ready Tactical Black (Infectious Control Bag)	Meret	EA	5	\$ 58.59	\$ 292.94	\$ 67.38	\$ 336.89	ECC-2563-TB	Meret	M5101C-TB	1 ea
45	10 Point Bridle Strap - Velcro black	Alternative or Equivalent	EA	1000	\$ 22.80	\$ 22,795.81	\$ 26.22	\$ 26,215.19	EST-382502	DMS	22000BK	1 ea
46	Cric Kit	Alternative or Equivalent	EA	100	\$ 2.33	\$ 233.49	\$ 2.69	\$ 268.52	EAW-245399	QuadMed	EAW-245399	1 ea
47	Decomp Kit	Alternative or Equivalent	EA	100	\$ 34.35	\$ 3,434.82	\$ 39.50	\$ 3,950.04	EAW-24550099	QuadMed	EAW-24550099	1 ea
	VBM Quicktrach II Percutaneous Cricothyrotomy	VBM Quicktrach II	EA	100	\$ 159.14	\$ 15,914.46	\$ 183.02	\$ 18,301.63	EAW-245012	VBM	30-10-904-1	1 ea
Percentage Discount off Balance of Product Line for Lot 7				22%								

**FORM 7 – PUR 1355**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

QuadMed, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Dale Van Pelt

Title: Bid Specialist

DocuSigned by:  
Signature: Dale Van Pelt  
CD72702FAE7D4E2...

Date: Mar 18, 2024 | 5:54 AM PDT

## Revised Exhibit "B" 01/2024

	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags	QM item	mfg	mfg item	UoM
1	Asherman Chest Seal	Alternative or Equivalent	BOX 10	36	\$ 90.94	\$ 3,273.83	\$ 122.77	\$ 4,419.67	EFA-1067	Asherman	849100	1ea > 10/bx
2	Bougie 700mm in length 10 fr	Alternative or Equivalent	BOX 10	100	\$ 44.24	\$ 4,424.10	\$ 59.73	\$ 5,972.53	EAW-235320-S	Dynarex	4582	1ea > 10/bx
3	Bougie 700mm in length 14 fr	Alternative or Equivalent	BOX 10	100	\$ 44.24	\$ 4,424.10	\$ 59.73	\$ 5,972.53	EAW-235325-S	Dynarex	4583	1ea > 10/bx
4	E.T Stylette\Adult\10fr - Slick	Teleflex	BOX 10	100	\$ 29.49	\$ 2,949.40	\$ 39.82	\$ 3,981.69	EAW-2347-S	Teleflex	1000R	1 ea > 25bx > 100/cs
5	E.T Stylette\Child\ 8fr - Slick	Teleflex	CASE 20	50	\$ 58.99	\$ 2,949.40	\$ 79.63	\$ 3,981.69	EAW-2348-S	Teleflex	750	1 ea > 25bx > 100/cs
6	E.T Stylette\Infant\6fr - Slick	Teleflex	CASE 20	50	\$ 60.95	\$ 3,047.71	\$ 82.29	\$ 4,114.41	EAW-2349-S	Teleflex	500	1 ea > 25bx > 100/cs
7	E.T.T 10.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	CASE 20	10	\$ 17.70	\$ 176.96	\$ 23.89	\$ 238.90	EAW-232001-S	Smiths	100/100/010	1ea > 10/bx
8	E.T.T 2.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.90	\$ 38.10	\$ 2.19	\$ 43.81	EAW-230925-S	Sunmed	1-7333-25	1ea > 10/bx
9	E.T.T 2.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	BOX 10	10	\$ 11.55	\$ 115.52	\$ 15.59	\$ 155.95	EAW-230001-S	Dynarex	4531	1ea > 10/bx
10	E.T.T 3.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230930-S	Smiths	100/100/030	1ea > 10/bx
11	E.T.T 3.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230101-S	Dynarex	4532	1ea > 10/bx
12	E.T.T 3.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230935-S	Smiths	100/100/035	1ea > 10/bx
13	E.T.T 3.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230201-S	Dynarex	4533	1ea > 10/bx
14	E.T.T 4.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230940-S	Dynarex	4538	1ea > 10/bx
15	E.T.T 4.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230301-S	Dynarex	4534	1ea > 10/bx
16	E.T.T 4.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230945-S	Dynarex	4539	1ea > 10/bx
17	E.T.T 4.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.88	\$ 8.85	\$ 1.02	\$ 10.18	EAW-230401-S	Dynarex	4535	1ea > 10/bx
18	E.T.T 5.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231001-S	Dynarex	4540	1ea > 10/bx
19	E.T.T 5.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230501-S	Dynarex	4536	1ea > 10/bx
20	E.T.T 5.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231101-S	Dynarex	4541	1ea > 10/bx
21	E.T.T 5.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-230601-S	Dynarex	4537	1ea > 10/bx
22	E.T.T 6.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231201-S	Dynarex	4542	1ea > 10/bx

23	23	E.T.T 6.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231301-S	Dynarex	4543	1ea > 10/bx
24	24	E.T.T 7.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231401-S	Dynarex	4544	1ea > 10/bx
25	25	E.T.T 7.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231501-S	Dynarex	4545	1ea > 10/bx
26	26	E.T.T 8.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.88	\$ 88.48	\$ 1.02	\$ 101.75	EAW-231601-S	Dynarex	4546	1ea > 10/bx
27	27	E.T.T 8.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231701-S	Dynarex	4547	1ea > 10/bx
28	28	E.T.T 9.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.88	\$ 17.70	\$ 1.02	\$ 20.35	EAW-231801-S	Dynarex	4548	1ea > 10/bx
29	29	King LT-D Kit, Size 2	Ambu	EA	30	\$ 41.29	\$ 1,238.75	\$ 47.49	\$ 1,424.56	EAW-23220299	Ambu	EAW-23220299	1 ea > 10/bx
30										LTD discontinued-used LTSD			x
31	30	King LT-D Kit, Size 2.5	Ambu	EA	30	\$ 41.29	\$ 1,238.75	\$ 47.49	\$ 1,424.56	EAW-23225299	Ambu	EAW-23225299	1 ea > 10/bx
32										LTD discontinued-used LTSD			x
33	31	King LT-D Kit, Size 3 Yellow	Ambu	EA	40	\$ 38.71	\$ 1,548.43	\$ 44.52	\$ 1,780.70	EAW-23230199	Ambu	EAW-23230199	1 ea > 10/bx
34										LTD discontinued-used LTSD			x
35	32	King LT-D Kit, Size 4 Red	Ambu	EA	120	\$ 38.71	\$ 4,645.30	\$ 44.52	\$ 5,342.10	EAW-23240199	Ambu	EAW-23240199	1 ea > 10/bx
36										LTD discontinued-used LTSD			x
37	33	King LT-D Kit, Size 5 Purple	Ambu	EA	50	\$ 38.71	\$ 1,935.54	\$ 44.52	\$ 2,225.87	EAW-23250199	Ambu	EAW-23250199	1 ea > 10/bx
38										LTD discontinued-used LTSD			x
39	34	Endotracheal TubeHolder- Adult	Laerdal Thomas	CASE 100	200	\$ 292.48	\$ 58,496.39	\$ 394.85	\$ 78,970.12	EAW-2338	Laerdal	600-10000	1 ea > 25/bx
40	35	Endotracheal TubeHolder- Pediatric	Laerdal Thomas	CASE 100	75	\$ 292.48	\$ 21,936.14	\$ 394.85	\$ 29,613.80	EAW-2338-p	Laerdal	600-20000	1 ea > 25/bx
41	36	Mac 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250100	Medsource	MS-46211	1 ea > 20/cs
42	37	Mac 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250200	Medsource	MS-46212	1 ea > 20/cs
43	38	Mac 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250300	Medsource	MS-46213	1 ea > 20/cs

44	39	Mac 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250400	Medsource	MS-46214	1 ea > 20/cs	
45	40	MAD (100 with syringe)	Teleflex	CASE 100	200	\$ 706.63	\$ 141,325.30	\$ 953.95	\$ 190,789.16	EAW-202010	Teleflex	MAD100	1 ea > 25bx > 100/cs	
46	41	MAD 300	Teleflex	CASE 100	200	\$ 403.08	\$ 80,616.87	\$ 544.16	\$ 108,832.77	EAW-202020	Teleflex	MAD300	1 ea > 25bx > 100/cs	
47	42	Magill Forceps (Adult)	Alternative or Equivalent	BOX 12	20	\$ 53.68	\$ 1,073.58	\$ 72.47	\$ 1,449.33	EAW-2360	Zulco	MAGILL ADULT	1 ea > 12/bx	
48	43	Magill Forceps (Pediatric)	Alternative or Equivalent	BOX 12	20	\$ 53.68	\$ 1,073.58	\$ 72.47	\$ 1,449.33	EAW-2361	Zulco	MAGILL 8"	1 ea > 12/bx	
49	44	Miller 0 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250500	Medsource	MS-46220	1 ea > 20/cs	
50	45	Miller 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250600	Medsource	MS-46221	1 ea > 20/cs	
51	46	Miller 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 94.13	\$ 1,882.70	\$ 127.08	\$ 2,541.64	EAW-250700	Medsource	MS-46222	1 ea > 20/cs	
52	47	Miller 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250800	Medsource	MS-46223	1 ea > 20/cs	
53	48	Miller 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 94.13	\$ 9,413.49	\$ 127.08	\$ 12,708.22	EAW-250900	Medsource	MS-46224	1 ea > 20/cs	
54		Percentage Discount off Balance of Product Line for Lot 1			34%								x	
55		Lot #2 Basic Life Support Airway											x	
56		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
57	1	Bite Sticks (one piece, non-toxic unbreakable)	Alternative or Equivalent	BAG 10	50	\$ 4.38	\$ 218.79	\$ 5.91	\$ 295.37	EAW-2790	ADC	4010T	10/pk	
58	2	Bulb Syringe (sterile 2 oz)	Alternative or Equivalent	CASE 50	30	\$ 27.65	\$ 829.52	\$ 37.33	\$ 1,119.85	EFA-5401	Amsino	AS00502S	1 ea > 50/cs	
59	3	BVM Nebulizer Kit	Alternative or Equivalent	CASE 50	500	\$ 185.57	\$ 92,783.13	\$ 250.51	\$ 125,257.23	EAW-20400099	QuadMed	EAW-20400099	1 ea > 50/cs	
60	4	BVM Neonate BVM Mask	Alternative or Equivalent	CASE 12	20	\$ 137.59	\$ 2,751.79	\$ 185.75	\$ 3,714.91	EAW-271402	Dynarex	5801	1 ea > 6/cs	
61	5	BVM Adult (bag valve disposable with mask and with bag reservoir)	SPUR II	CASE 10	300	\$ 105.93	\$ 31,779.76	\$ 143.01	\$ 42,902.67	EAW-2715	Ambu	520211000	1 ea > 12/cs	
62	6	BVM Child (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	EA	100	\$ 12.41	\$ 1,241.20	\$ 14.27	\$ 1,427.39	EAW-271503	Ambu	530213000	1 ea > 12/cs	
63	7	BVM Infant (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	100	\$ 124.12	\$ 12,412.05	\$ 167.56	\$ 16,756.27	EAW-271505	Ambu	530212000	1 ea > 12/cs	
64	8	Meconium Aspirator	Alternative or Equivalent	BOX 40	40	\$ 223.66	\$ 8,946.51	\$ 301.94	\$ 12,077.78	EAW-2225	VBM	49-30-000	1 ea > 40/cs	
65	9	NC\Adult (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	3000	\$ 14.75	\$ 44,240.96	\$ 19.91	\$ 59,725.30	eaw-2000	various	144175	1 ea > 50/cs	
66	10	NC\Pedi (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	500	\$ 15.36	\$ 7,680.72	\$ 20.74	\$ 10,368.98	eaw-2001	various	144165	1 ea > 50/cs	
67	11	Neb. Masks\Adult (Nebulizer w/ adult aerosol mask and 7' O2 tubing)	Alternative or Equivalent	CASE 50	500	\$ 51.61	\$ 25,807.23	\$ 69.68	\$ 34,839.76	EAW-2022	Dynarex	5604	1 ea > 50/cs	



68	12	Neb. Masks\Pedi (Nebulizer w/ pediatric aerosol mask and 7' O2)	Alternative or Equivalent	CASE 50	500	\$ 66.36	\$ 33,180.72	\$ 89.59	\$ 44,793.98	EAW-2022-P	Dynarex	5603	1 ea > 50/cs
69	13	Nebulizers (Nebulizer w/ T, mouth piece and 6" flex tube)	Alternative or Equivalent	CASE 50	1000	\$ 50.39	\$ 50,385.54	\$ 68.02	\$ 68,020.48	EAW-2020	Dynarex	5601	1 ea > 50/cs
70	14	NPA 12fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2412-S	Teleflex	123312	1ea > 10/bx
71	15	NPA 14fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2414-S	Teleflex	123314	1ea > 10/bx
72	16	NPA 16fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2416-S	Teleflex	123316	1ea > 10/bx
73	17	NPA 18fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.35	\$ 700.48	\$ 31.52	\$ 945.65	EAW-2418-S	Teleflex	123318	1ea > 10/bx
74	18	NPA 20fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242001-S	Dynarex	4591	1ea > 10/bx
75	19	NPA 22fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242201-S	Dynarex	4592	1ea > 10/bx
76	20	NPA 24fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242401-S	Dynarex	4593	1ea > 10/bx
77	21	NPA 26fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242601-S	Dynarex	4594	1ea > 10/bx
78	22	NPA 28fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-242801-S	Dynarex	4595	1ea > 10/bx
79	23	NPA 30fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243001-S	Dynarex	4596	1ea > 10/bx
80	24	NPA 32fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243201-S	Dynarex	4597	1ea > 10/bx
81	25	NPA 34fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243401-S	Dynarex	4598	1ea > 10/bx
82	26	NPA 36fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 22.73	\$ 682.05	\$ 30.69	\$ 920.77	EAW-243601-S	Dynarex	4599	1ea > 10/bx
83	27	NRBM\Adult (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	6000	\$ 43.63	\$ 261,759.04	\$ 58.90	\$ 353,374.70	EAW-2011	Ventlab	2102	1 ea > 50/cs
84	28	NRBM\Pedi (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	1000	\$ 96.75	\$ 96,752.53	\$ 130.62	\$ 130,615.92	EAW-2009	Ventlab	2202	1 ea > 50/cs
85	29	O2 Supply Tubing (84 inch)	Alternative or Equivalent	CASE 50	50	\$ 21.51	\$ 1,075.30	\$ 29.03	\$ 1,451.66	EAW-2030	Dynarex	5101	1 ea > 50/cs
86	30	OPA 100mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 12.90	\$ 1,290.36	\$ 17.42	\$ 1,741.99	EAW-240501	Dynarex	4755	1 ea > 50/cs
87	31	OPA 110mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 12	100	\$ 3.39	\$ 339.18	\$ 4.58	\$ 457.89	EAW-241001	Dynarex	4765	1 ea > 50/cs
88	32	OPA 43mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	N/A	100	\$ 0.29	\$ 29.49	\$ 0.34	\$ 33.92	EAW-240001	Dynarex	4715	1 ea > 50/cs
89	33	OPA 60mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 12.90	\$ 1,290.36	\$ 17.42	\$ 1,741.99	EAW-240201	Dynarex	4725	1 ea > 50/cs
90	34	OPA 80mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 15.98	\$ 1,597.59	\$ 21.57	\$ 2,156.75	EAW-240301	Dynarex	4735	1 ea > 50/cs
91	35	OPA 90mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 15.98	\$ 1,597.59	\$ 21.57	\$ 2,156.75	EAW-240401	Dynarex	4745	1 ea > 50/cs
92	36	S3 Oropharyngeal Evacuation Tool (S3)	Alternative or Equivalent	EA	100	Discontinued				EAW-221306	SSCOR	44305C	Discontinued



93	37	SFM\Infant (Meduim concentration o2 mask infant)	Alternative or Equivalent	CASE 50	50	\$ 55.30	\$ 2,765.06	\$ 74.66	\$ 3,732.83	EAW-2008	various	0	1 ea > 50/cs
94	38	SFM\Pedi (Meduim concentration o2 mask)	Alternative or Equivalent	CASE 50	50	\$ 40.96	\$ 2,048.20	\$ 55.30	\$ 2,765.07	EAW-2006	Ventlab	2200	1 ea > 50/cs
95	39	Suction Canister disposable 1200cc (green top)	Bemis -484410	CASE 48	400	\$ 216.49	\$ 86,594.31	\$ 292.26	\$ 116,902.32	EAW-2220	Bemis	484410	1 ea > 48/cs
96	40	Suction Cath. 10fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2203	Dynarex	4810	1 ea > 50/cs
97	41	Suction Cath. 12fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2204	Dynarex	4812	1 ea > 50/cs
98	42	Suction Cath. 14fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 13.52	\$ 675.90	\$ 18.25	\$ 912.47	EAW-2205	Dynarex	4814	1 ea > 50/cs
99	43	Suction Cath. 16fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2206	Dynarex	4816	1 ea > 50/cs
100	44	Suction Cath. 18fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2207	Dynarex	4818	1 ea > 50/cs
101	45	Suction Cath. 6fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2201	Dynarex	4806	1 ea > 50/cs
102	46	Suction Cath. 8fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 12.29	\$ 614.46	\$ 16.59	\$ 829.52	EAW-2202	Dynarex	4808	1 ea > 50/cs
103	47	Suction Tubing (1/4" x 6')	Alternative or Equivalent	CASE 50	300	\$ 68.82	\$ 20,645.78	\$ 92.91	\$ 27,871.81	EAW-2210	Conmed	36280	1 ea > 50/cs
104	48	Yankauer Suction tip (with control vent)	Alternative or Equivalent	CASE 50	400	\$ 33.80	\$ 13,518.07	\$ 45.62	\$ 18,249.40	EAW-220901-S	Conmed	34880	1 ea > 50/cs
105		Percentage Discount off Balance of Product Line for Lot 2			24%								x
106		Lot #3 Basic Life Support Supplies											x
107		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	x
108	1	Adult C-Collar (Stifneck Select)	Laerdal Medical	CASE 50	1000	\$ 286.88	\$ 286,875.00	\$ 387.28	\$ 387,281.25	ECO-3850	Laerdal	980010	1 ea > 50/cs
109	2	Pedi C-Collar (Stifneck Select)	Laerdal Medical	CASE 20	400	\$ 114.75	\$ 45,900.00	\$ 154.91	\$ 61,965.00	ECO-3857	Laerdal	980020/74611	1 ea > 50/cs
110	3	Alcohol Preps (medium size 200/box)	Alternative or Equivalent	BOX 200	400	\$ 1.54	\$ 614.46	\$ 2.07	\$ 829.52	EFA-4150	Dynarex	1113	200/bx > 10bx/cs
111	4	Ammonia Inhalants (10/box)	Alternative or Equivalent	BOX 10	400	\$ 17.93	\$ 7,171.08	\$ 24.20	\$ 9,680.96	EFA-4010	various	0100043K	10/bx
112	5	Band-Aids (Fabric) (3/4"x 3")	Alternative or Equivalent	BOX 100	400	Discontinued				EFA-1106	Shield Line	MPR-63101	100/bx
113	6	Bed Pan - Graphine Standard Pontoon	Medline	CASE 24	200	\$ 41.88	\$ 8,376.24	\$ 56.54	\$ 11,307.92	EFA-4513	Medline	DYNC8522	1 ea > 24/cs
114	7	Blanket Flame Resistant 60" x 80"	Alternative or Equivalent	CASE 25	400	\$ 195.78	\$ 78,312.00	\$ 264.30	\$ 105,721.20	EFA-117423	Kemp	10-604	1 ea > 25/cs
115	8	Blanket Fleece 60"x90"	Alternative or Equivalent	CASE 10	200	\$ 43.04	\$ 8,608.80	\$ 58.11	\$ 11,621.88	EFA-117402	Taylorhealthcare	60-FCB5084	1ea > 10/bx

116	9	C.A.T Combat Application Tourniquet (Black Color)	North American Rescue	EA	40	\$ 25.40	\$ 1,016.07	\$ 29.21	\$ 1,168.48	EFA-351520-BK	North American Rescue,	30-0001	1 ea
117	10	C.A.T Combat Application Tourniquet (Orange Color)	North American Rescue	N/A	40	\$ 25.40	\$ 1,016.07	\$ 29.21	\$ 1,168.48	EFA-351520-OR	North American Rescue,	30-0023	1 ea
118	11	Cardboard Splint 12" without foam	Alternative or Equivalent	PK 36	400	\$ 14.28	\$ 5,712.00	\$ 16.42	\$ 6,568.80	ESP-1500	DMS	61012M	1 ea > 36/cs
119	12	Cardboard Splint 24" without foam	Alternative or Equivalent	PK 36	400	\$ 30.09	\$ 12,036.00	\$ 34.60	\$ 13,841.40	ESP-1520	DMS	61024M	1 ea > 36/cs
120	13	Cardboard Splint 36" without foam	Alternative or Equivalent	PK 36	400	\$ 89.25	\$ 35,700.00	\$ 102.64	\$ 41,055.00	ESP-1573	DMS	61036MCF	1 ea > 36/cs
121	14	Cold Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	400	\$ 11.67	\$ 4,669.88	\$ 15.76	\$ 6,304.34	efa-4200	Shield Line	MPR-41274	24/cs
122	15	CPR Prompt Face Shield and Lung Combo (Adult/Child)	Alternative or Equivalent	PK 100	100	\$ 94.21	\$ 9,420.72	\$ 108.34	\$ 10,833.83	new item	nasco	lfo6206	x
123	16	CPR Prompt Face Shield and Lung Combo (Infant)	Alternative or Equivalent	PK 100	50	\$ 94.21	\$ 4,710.36	\$ 108.34	\$ 5,416.91	new item	nasco	lfo6207	x
124	17	Disposable Blankets (yellow minimum size 89"x58.5")	All Care	CASE 20	500	\$ 115.76	\$ 57,881.93	\$ 156.28	\$ 78,140.60	EFA-117302	Taylorhealthcare	90-YEB6090	1 ea > 20/cs
125	18	Disposable Pillow	Alternative or Equivalent	CASE 12	300	\$ 23.60	\$ 7,078.55	\$ 31.85	\$ 9,556.05	EIC-5102	Medline	NON24392	1 ea > 24/cs
126	19	Finger Ring Cutter	Alternative or Equivalent	EA	24	\$ 6.20	\$ 148.84	\$ 7.13	\$ 171.16	EMI-7107	various	129100	1 ea
127	20	Head Immobilizer STA-BLOK	Laerdal Medical	CASE 30	1400	\$ 147.90	\$ 207,060.00	\$ 199.67	\$ 279,531.00	EHI-975	Laerdal	58929 / 700-00001	1 ea > 30/cs
128	21	Hot Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	50	\$ 18.29	\$ 914.31	\$ 24.69	\$ 1,234.32	efa-4205	Dynarex	4516	24/cs
129	22	Irrigation Fluid\500ml Sterile Water	Alternative or Equivalent	CASE 18	350	No bid				no bid	#N/A	#N/A	x
130	23	Kling 2" (sterile 2" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.70	\$ 339.18	\$ 2.29	\$ 457.89	EFA-1004	Dukal	8513	12/bx > 8bx/cs
131	24	Kling 4" (sterile 4" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 3.07	\$ 614.46	\$ 4.15	\$ 829.52	EFA-1006	various	3114/0200062	12/bx > 8bx/cs
132	25	Kling 6" (sterile 6" x 4 yds 6 per box)	Alternative or Equivalent	BOX 12	200	\$ 2.22	\$ 444.87	\$ 3.00	\$ 600.57	EFA-1007	Dukal	8516	12/bx > 8bx/cs
133	26	Lock Tags with numbers (bag of 100)	Alternative or Equivalent	PK 100	200	\$ 33.52	\$ 6,704.80	\$ 38.55	\$ 7,710.52	EMI-9220-GR	Healthmark	6323 GREEN	100/pk
134	27	Loop Backboard Strap 5' Two Piece Black (1 pair)	Alternative or Equivalent	EA	50	\$ 1.89	\$ 94.29	\$ 2.17	\$ 108.43	est-1390-bk	QuadMed	EST-1390-BK	1 ea
135	28	Loop Backboard Strap 5' Two Piece Orange (1 pair)	Alternative or Equivalent	EA	50	\$ 1.96	\$ 97.85	\$ 2.25	\$ 112.53	est-1390-or	QuadMed	EST-1390-OR	1 ea
136	29	MegaMover Plus	Alternative or Equivalent	CASE 10	300	\$ 284.60	\$ 85,381.46	\$ 384.22	\$ 115,264.98	EBB-4965	Graham	53376	1ea > 10/bx
137	30	Multi-Trauma Dressing (sterile minimum 10" x 30")	Alternative or Equivalent	CASE 50	500	\$ 43.63	\$ 21,813.25	\$ 58.90	\$ 29,447.89	EFA-1175	Shield Line	MPR-61204	1 ea > 50/cs
138	31	Nasco Intraosseous Infusion Simulator Bone Replacements	Alternative or Equivalent	EA	50	\$ 43.63	\$ 2,181.33	\$ 50.17	\$ 2,508.52	new item	nasco	lfo3831	x
139	32	Nasco Intraosseous Infusion Simulator Skin Replacements	Alternative or Equivalent	N/A	50	\$ 267.47	\$ 13,373.73	\$ 307.60	\$ 15,379.79	new item	nasco	lfo3832	x

140	33	Non Sterile 4x4 gauze (200 per bag)	Alternative or Equivalent	BAG 200	1000	\$ 2.64	\$ 2,642.17	\$ 3.57	\$ 3,566.93	EFA-1021	Dukal	8509	200/pk > 20pks/cs	
141	34	O.B Kit (soft package)	Alternative or Equivalent		50	\$ 7.23	\$ 361.30	\$ 8.31	\$ 415.50	EFA-54000099	QuadMed	EFA-54000099	1 ea	
142	35	Patient Restraints Wrist and Ankle (disposable)	Alternative or Equivalent		50	\$ 4.01	\$ 200.44	\$ 4.61	\$ 230.51	est-1114	DMS	501110M	1 ea > 48/cs	
143	36	Pen Lights (disposable) package of 6	Alternative or Equivalent	PK 6	100	\$ 5.10	\$ 510.00	\$ 5.87	\$ 586.50	emi-7120	Medsource	MS-PEL100	6/pk > 20pks/ cs	
144	37	Stretcher Sheets - Fitted Sheet 36x90	Taylor G Force Sure Fit	CASE 30	15,000	\$ 92.62	\$ 1,389,240.00	\$ 125.03	\$ 1,875,474.00	EIC-1873	Taylorhealthcare	90-GFRC3690	30/cs	
145	38	Sterile 4x4 gauze (50 per box)	Alternative or Equivalent	BOX 50	100	\$ 1.60	\$ 159.76	\$ 2.16	\$ 215.67	EFA-1034	Shield Line	MRP-60543	50bx > 24bx/cs	
146	39	Sterile 5x9 ABD Pad (20 per box)	Alternative or Equivalent	TR 25	50	\$ 2.85	\$ 142.29	\$ 3.27	\$ 163.63	EFA-1060	Shield Line	MPR-60775	20/bx	
147	40	Sterile Burn Sheet (sterile 60" x 96")	Alternative or Equivalent	CASE 12	50	\$ 33.18	\$ 1,659.03	\$ 44.79	\$ 2,239.69	efa-1171	Medsource	MS-BS0033	1 ea > 12/cs	
148	41	Tape 1" hypoallergenic clear (adhesive 12 rolls/box)	Alternative or Equivalent	BOX 12	200	\$ 7.59	\$ 1,518.94	\$ 10.25	\$ 2,050.57	EFA-115401	Shield Line	MPR-62202	12/bx > 12bx/cs	
149	42	Tape 2" hypoallergenic clear (adhesive 6 rolls/box)	Alternative or Equivalent	BOX 6	200	\$ 4.81	\$ 962.88	\$ 6.50	\$ 1,299.89	EFA-115402	Shield Line	MPR-62203	6/bx > 12bx/cs	
150	43	Tape 3" hypoallergenic clear (adhesive 4 rolls/box)	Alternative or Equivalent	BOX 40	200	\$ 42.77	\$ 8,553.72	\$ 57.74	\$ 11,547.52	EFA-115403	Shield Line	MPR-62204	4/bx > 12bx/cs	
151	44	Thermal Emergency Blanket Silver 84 x 52"	Alternative or Equivalent	CASE 120	100	\$ 56.04	\$ 5,603.86	\$ 75.65	\$ 7,565.20	efa-1170	Dukal	721	1 ea > 120/cs	
152	45	Trauma Shears 7.5" long	Alternative or Equivalent	BOX 12	500	\$ 10.12	\$ 5,059.20	\$ 13.66	\$ 6,829.92	EMI-7260-BK	Zulco	157-176BK	1 ea > 12/bx	
153	46	Triage Tags Start Triage (pack of 50) - Waterproof	Disaster Management Systems	BAG 50	200	\$ 89.20	\$ 17,840.48	\$ 120.42	\$ 24,084.65	EMI-928101	Disamgt	DMS-05420F	1 ea > 50/pk	
154	47	Triangular Bandage	Alternative or Equivalent	CASE 240	500	\$ 62.67	\$ 31,337.35	\$ 84.61	\$ 42,305.42	EFA-109010	Medsource	MS-11050	12pk > 20pks/cs	
155	48	Urinal (plastic 1 quart)	Alternative or Equivalent	CASE 50	100	\$ 61.45	\$ 6,144.58	\$ 82.95	\$ 8,295.18	EFA-4514	various	88903	1 ea > 48/cs	
156	49	Vaseline Gauze 3:" x 9"	Alternative or Equivalent	BOX 50	100	\$ 23.04	\$ 2,304.22	\$ 31.11	\$ 3,110.69	EFA-1052	Dynarex	3039	50/bx	
157	50	Wash Basins (plastic 6 quart)	Alternative or Equivalent	CASE 50	400	\$ 45.47	\$ 18,188.64	\$ 61.39	\$ 24,554.66	EFA-4508	Medline	DYND80342	1 ea > 50/cs	
158	51	Window Punch	Alternative or Equivalent	EA	30	\$ 5.10	\$ 153.00	\$ 5.87	\$ 175.95	EMI-7102	various	1076	1 ea	
159		Percentage Discount off Balance of Product Line for Lot 3			22%								x	
160		Lot #4 Personal Protective Equipment							\$ -				x	
161		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
162	1	CPR Microshield	Alternative or Equivalent	CASE 50	50	\$ 486.65	\$ 24,332.53	\$ 656.98	\$ 32,848.92	EAW-2750	various	70-150/35472	1 ea > 50/cs	
163	2	Fluid Shield / Resistant Mask w/ Shield	Alternative or Equivalent	BOX 25	30	\$ 36.87	\$ 1,106.02	\$ 49.77	\$ 1,493.13	EIC-5150	Dynarex	2202	50/bx	
164	3	Hand Cleaner (antimicrobial) 4 ounce size	Alternative or Equivalent	CASE 24	500	\$ 2.06	\$ 1,032.29	\$ 2.79	\$ 1,393.59	EIC-630302	Dukal	HS3787	1 ea > 24/cs	
165	4	N95 3M V-Flex Model # 9105	3M	N/A	20	\$ -	\$ -	\$ -	\$ -	new item	3m	9105	x	

166	5	N95 3M V-Flex Model # 9105S	3M	N/A	20	\$ -	\$ -	\$ -	new item	3m	9105s	x	
167	6	Personal Antimicrobial Wipes	Alternative or Equivalent	CASE 12	100	\$ 83.03	\$ 8,302.55	\$ 112.08	\$ 11,208.45	EIC-410403	PDI	Q89072	1 ea > 12/cs
168	7	Personal Protection Gown	Alternative or Equivalent	CASE 50	200	\$ 49.16	\$ 9,831.33	\$ 66.36	\$ 13,272.29	EIC-5101	Dynarex	2141	50/cs
169	8	Red Biohazard Bag 1.2mil Red with Black Print (40x"46") 40-45gallon	Alternative or Equivalent	CASE 100	50	\$ 70.66	\$ 3,533.13	\$ 95.39	\$ 4,769.73	EIC-5454	Medline	NON123848	100/cs
170	9	Red Biohazard Bag 1.2mil Red with Black Print (23"x23") 7-10gallon	Alternative or Equivalent	CASE 500	50	No bid				EIC-544802	Medline	NON152426	200/cs
171	10	Safety Glasses (wrap around style) (ANSI Z87.1-1989)	Alternative or Equivalent	CASE 12	100	\$ 2.57	\$ 257.04	\$ 3.47	\$ 347.00	emi-7715	various	53079 / 2400	1 ea > 12/cs
172	11	Sanizide Bottle 32oz	Safe Tec of America	CASE 6	500	\$ 41.92	\$ 20,959.16	\$ 56.59	\$ 28,294.86	EIC-6371	Safetec	34810	1 ea > 6/cs
173	12	Sanizide Gallon bottle	Safe Tec of America	CASE 4	100	\$ 87.60	\$ 8,759.71	\$ 118.26	\$ 11,825.61	EIC-6373	Safetec	34815	1 ea > 4/cs
174	13	Tyvek Non-Sterile Sleeve (case od 500) 18 inch long	Alternative or Equivalent	CASE 60	20	\$ 73.73	\$ 1,474.70	\$ 99.54	\$ 1,990.84	EIC-5113	Dynarex	2137	60/cs
175	14	Sharps Container - 1 Quart, Red (Oval)	Kendall - 8303SA	CASE 200	500	\$ 840.58	\$ 420,289.16	\$ 1,134.78	\$ 567,390.36	EIC-351701	Cardinal	8303SA	1 ea > 20/cs
176	15	Sharps Container - 2 Gallon Red with Rotor Lid 10" H x 7.25" D x 10.5" W	Kendall - 8970	CASE 200	300	\$ 798.80	\$ 239,638.55	\$ 1,078.37	\$ 323,512.05	EIC-3548	Cardinal	8970	1 ea > 20/cs
177	16	Sharps Container - Sm Rescue Square (1 quart sage 6.19" x 3.87" x 3.87")	Cardinal Health	CASE 100	300	\$ 215.06	\$ 64,517.04	\$ 290.33	\$ 87,098.00	EIC-3517	Cardinal	8900SA	1ea > 100cs
178	17	Sharps Container - 6.9qt One Piece Red/Clear Collector Sharps 6.9qt One Piece	Becton-Dickinson	CASE 12	100	\$ 112.81	\$ 11,281.20	\$ 152.30	\$ 15,229.62	EIC-352304	BD	305489	1 ea > 12/cs
179	18	Sharps Container - 5qt Polypropylene Mailbox Style Lid Horizontal Drop For Patient Room Autoclavable Disposable	Medtronic	CASE 20	100	\$ 106.67	\$ 10,666.99	\$ 144.00	\$ 14,400.43	EIC-3538	Cardinal	8507SA	1 ea > 20/cs
180		Percentage Discount off Balance of Product Line for Lot 4			15%								x
181		Lot #5 Intravenous V Supplies											x
182		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	x
183	1	10cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	10	\$ 10.80	\$ 108.00	\$ 14.58	\$ 145.80	EDI-340005	Dynarex	6990	100/bx > 8bx/cs
184	2	1cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 2100	20	\$ 14.78	\$ 295.68	\$ 19.96	\$ 399.17	EDI-340000	various	26050	100/bx > 10bx/cs
185	3	30cc Syringes (needleless) luer lock of 50	Alternative or Equivalent	BOX 40	10	\$ 14.64	\$ 146.40	\$ 19.76	\$ 197.64	EDI-340011	Dynarex	6992	50/bx
186	4	3cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	5	\$ 8.16	\$ 40.80	\$ 11.02	\$ 55.08	EDI-340121	Dynarex	6988	100/bx > 8bx/cs
187	5	Extension Set 6" - MS-83091	MedSource	CASE 50	5000	\$ 58.20	\$ 291,000.00	\$ 78.57	\$ 392,850.00	EDI-324203	Medsource	MS-83091	1 ea > 50/cs
188	6	Butterfly Needle 19 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-300901	various	26702	50/bx
189	7	Butterfly Needle 21 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 149.28	\$ 298.56	\$ 201.53	\$ 403.06	EDI-301101	various	26704	50/bx
190	8	Butterfly Needle 23 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-301301	various	26706	50/bx
191	9	Butterfly Needle 25 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 147.48	\$ 294.96	\$ 199.10	\$ 398.20	EDI-301501	various	26708	50/bx

192	10	EZ-IO Needle Sets 15 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
193	11	EZ-IO Needle Sets 25 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
194	12	EZ-IO Needle Sets 45 mm	Teleflex	N/A	500	no bid				no bid	#N/A	#N/A	x
195	13	Flush syringe 10ml pre-filled saline	Alternative or Equivalent	BOX 100	500	no bid				no bid	#N/A	#N/A	x
196	14	Glucose strips- Countour realated Item	Baeyer	BOX 50	400	\$ 15.30	\$ 6,120.00	\$ 20.66	\$ 8,262.00	EFA-400310	Bayer	Contour Strips	50/bx > 24bx/cs
197	15	Glucometer - Countour realated Item	Baeyer	EA	50	Discontinued				EFA-400300	Bayer	Contour Meter	1 ea
198	16	I.O. Needle 15ga (Jamshidi Intraosseous)	Alternative or Equivalent	EA	20	\$ 29.81	\$ 596.16	\$ 34.28	\$ 685.58	EDI-3420-S	Medical Innovations	DIN 1515 X	1ea > 10/bx
199	17	Introcan Safety IV Catheter 14 ga x 2"	North American Rescue Products	EA	20	\$ 101.40	\$ 2,028.00	\$ 116.61	\$ 2,332.20	EDI-2999-I	Braun	4252594	50/bx
200	18	Lancets (safety self-retracting)	Alternative or Equivalent	BOX 200	50	Discontinued				EDI-3283-OR	Statmed	SAN-100	Discontinued
201	19	Normal Saline 1000ml IV Bags (case of 12)	Alternative or Equivalent	CASE 12	800	No bid				no bid	#N/A	#N/A	x
202	20	Normal saline 250ml IV Bags	Alternative or Equivalent	CASE 24	20	No bid				no bid	#N/A	#N/A	x
203	21	Normal Saline 500ml IV Bags	Alternative or Equivalent	CASE 24	10	No bid				no bid	#N/A	#N/A	x
204	22	Prep Razors (not disposable BIC style)	Alternative or Equivalent	CASE 250	200	\$ 111.54	\$ 22,307.40	\$ 150.57	\$ 30,114.99	EMI-921305	Dynarex	4251	50/bx
205	23	Pressure Infuser (disposable bag)	Alternative or Equivalent	CASE 10	100	\$ 117.98	\$ 11,798.40	\$ 159.28	\$ 15,927.84	EDI-325800	Salter Labs	FC-ZIT-1002	1ea > 10/bx
206	24	Clear Safe Safety I.V. Catheters 14 x 1.25"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3000-P	Smiths	3048	50/bx
207										Per prior Approval- Smiths Medical accepted			x
208	25	Clear Safe Safety I.V. Catheters 16 x 1.25"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3001-P	Smiths	3042	50/bx > 4bx/cs
209										Per prior Approval- Smiths Medical accepted			x
210	26	Clear Safe Safety I.V. Catheters 18 x 1.25"	Curaplex	BOX 50	75	\$ 78.00	\$ 5,850.00	\$ 105.30	\$ 7,897.50	EDI-3002-P	Smiths	3055	50/bx > 4bx/cs
211							\$ -			Per prior Approval- Smiths Medical accepted			x
212	27	Clear Safe Safety I.V. Catheters 20 x 1"	Curaplex	BOX 50	100	\$ 78.00	\$ 7,800.00	\$ 105.30	\$ 10,530.00	EDI-3003-P	Smiths	3056	50/bx > 4bx/cs
213										Per prior Approval- Smiths Medical accepted			x
214	28	Clear Safe Safety I.V. Catheters 22 x 1"	Curaplex	BOX 50	75	\$ 78.00	\$ 5,850.00	\$ 105.30	\$ 7,897.50	EDI-3004-P	Smiths	3050	50/bx > 4bx/cs
215										Per prior Approval- Smiths Medical accepted			x
216	29	Clear Safe Safety I.V. Catheters 24 x 0.75"	Curaplex	BOX 50	20	\$ 78.00	\$ 1,560.00	\$ 105.30	\$ 2,106.00	EDI-3005-P	Smiths	3053	50/bx



217										Per prior Approval- Smiths Medical accepted		x		
218	30	Safesite anti-stuck cannula for rubber stopper vials	Alternative or Equivalent	N/A	300	\$ 45.60	\$ 13,681.26	\$ 52.44	\$ 15,733.45	EDI-3270	BD	303367	100/bx	
219	31	Safesite Blunt Syringe-tip cannula	Alternative or Equivalent	N/A	300	\$ 45.12	\$ 13,537.44	\$ 51.89	\$ 15,568.06	EDI-326301	BD	303345	100/bx	
220	32	Safesite Injection Site valve	Alternative or Equivalent	N/A	300	Discontinued				EDI-323805	Statforce	EDI-323805	100/bx	
221	33	Safety Hypo Needles 18g box of 50	Alternative or Equivalent	BOX 100	30	\$ 3.60	\$ 108.00	\$ 4.86	\$ 145.80	EDI-339121	Dynarex	6961	100/bx > 10bx/cs	
222	34	Safety Hypo Needles 23g box of 50	Alternative or Equivalent	BOX 100	10	\$ 4.48	\$ 44.76	\$ 6.04	\$ 60.43	EDI-339130	Dynarex	6970	100/bx > 10bx/cs	
223	35	Safety Hypo Needles 25g box of 50	Alternative or Equivalent	BOX 100	10	\$ 8.22	\$ 82.20	\$ 11.10	\$ 110.97	EDI-339132	Cardinal	1188825100	100/bx > 10bx/cs	
224	36	IV Admin Set, Amsafe-3, 10-15-60 Drop, 2 AMSafe Needlefree sites, 2 Split Septum w/6inch Ext	Amiso	CASE 48	6000	\$ 220.03	\$ 1,320,192.00	\$ 297.04	\$ 1,782,259.20	EDI-3211	Amsino	D38301	1 ea > 50/cs	
225	37	Tourniquets Latex free (not penrose drain style) pack of 10	Alternative or Equivalent	PK 250	300	\$ 23.60	\$ 7,078.55	\$ 27.13	\$ 8,140.34	EFA-350140	Elastomer	P209	250/pk	
226	38	Veniguards (adult) box	Alternative or Equivalent	BOX 100	500	\$ 20.30	\$ 10,150.84	\$ 27.41	\$ 13,703.64	EFA-350503	Medsource	MS-11101	100/bx	
227	39	Veniguards (pediatric) box	Alternative or Equivalent	BOX 100	100	\$ 49.16	\$ 4,915.66	\$ 66.36	\$ 6,636.14	EFA-3506	Conmed	730-4432	100/bx	
228		Percentage Discount off Balance of Product Line for Lot 5			44%								x	
229		Lot #6 Electrocardiogram Equipment											x	
230		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags			#N/A	#N/A	x
231	1	Adult EKG Dots White Sensor Electrodes (10 pack)	Ambu	PK 10	3000	\$ 1.32	\$ 3,960.00	\$ 1.52	\$ 4,554.00	EDI-314410	Ambu	WS-00-S/10	10/pk > 360pks/cs	
232	2	Adult EKG Dots White Sensor Electrodes (4 pack)	Ambu	PK 4	1000	\$ 0.49	\$ 492.00	\$ 0.57	\$ 565.80	EDI-314404	Ambu	WS-00-S/4	4/pk > 900pks/cs	
233	3	Pedi EKG Dots (10 pack)	Ambu	PK 10	1000	\$ 3.12	\$ 3,120.00	\$ 3.59	\$ 3,588.00	EDI-313910	Ambu	SP-00-S-10	10pk > 100pk/cs	
234	4	Pedi EKG Dots (4 pack)	Ambu	PK 4	50	\$ 1.26	\$ 63.00	\$ 1.45	\$ 72.45	EDI-313904	Ambu	SP-00-S/4	4pk > 250pk/cs	
235	5	Adult Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	300	\$ 679.20	\$ 203,759.28	\$ 916.92	\$ 275,075.03	EDI-712602	SALTER	4MSF1-7-6-25	1 ea > 25bx > 100/cs	
236	6	Adult Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	5000	\$ 73.70	\$ 368,520.00	\$ 99.50	\$ 497,502.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs	
237	7	CPAP/Capnography Kit, O2MAX Neb Bitrac ED Mask Adult MED_3-SET	Pulmodyne	CASE 10	1000	\$ 551.17	\$ 551,168.67	\$ 744.08	\$ 744,077.71	EAW-207348	Pulmodyne	B101551	1ea > 10/bx	
238	8	Large CPAP Mask	Pulmodyne	CASE 50	500	\$ 1,284.22	\$ 642,108.43	\$ 1,733.69	\$ 866,846.39	EAW-207332	Pulmodyne	313-7030	1 ea > 10/cs	
239	9	Lifepak 15 12 lead assembly Limb Cable	Physio	N/A	50	\$ 188.65	\$ 9,432.60	\$ 216.95	\$ 10,847.49	EDI-318910	Physio	11111-000022	1 ea	
240	10	Lifepak 15 12 lead assembly Trunk cable	Physio	EA	50	\$ 468.31	\$ 23,415.60	\$ 538.56	\$ 26,927.94	EDI-318715	Physio	11111-000018	1 ea	
241	11	Lifepak 15 12 lead assembly V-lead Cable	Physio	EA	25	\$ 167.16	\$ 4,179.00	\$ 192.23	\$ 4,805.85	EDI-3188-5	Physio	0	1 ea	
242	12	Lifepak 15 Adult Quick Combo Pads	Physio	EA	300	\$ 44.56	\$ 13,366.80	\$ 51.24	\$ 15,371.82	EDI-3168-S	Physio	11996-000091	1ea > 10/bx	

243	13	Lifepak 15 Pediatric Quick Combo Pads	Physio	EA	50	\$ 47.57	\$ 2,378.40	\$ 54.70	\$ 2,735.16	EDI-3172-S	Physio	11996-000093	1 ea > 5pr/cs
244	14	Lifepak 15 Therapy / Quick combo Cable	Physio	EA	15	\$ 474.00	\$ 7,110.00	\$ 545.10	\$ 8,176.50	EDI-318601	Physio	11113-000004	1 ea
245	15	Lifepak-15 EKG Paper (Roll)	Alternative or Equivalent	EA	400	\$ 1.89	\$ 754.80	\$ 2.17	\$ 868.02	EDI-3127	Printmedia	6693246	1 ea > 60/cs
246	16	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Adult	Masimo	EA	100	\$ 144.00	\$ 14,400.00	\$ 165.60	\$ 16,560.00	EDI-705030	Masimo	2501	1 ea
247	17	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Pedi	Masimo	EA	100	\$ 180.00	\$ 18,000.00	\$ 207.00	\$ 20,700.00	EDI-705031	Masimo	2502	1 ea
248	18	Single-Use Adhesive Neonatal Finger Sensor	Masimo	N/A	500	\$ 15.00	\$ 7,500.00	\$ 17.25	\$ 8,625.00	EDI-704303-S	Masimo	2329	1 ea > 20/cs
249	19	Single-Use Adhesive Adult Finger Sensor	Masimo	CASE 20	1000	\$ 252.00	\$ 252,000.00	\$ 340.20	\$ 340,200.00	EDI-7043-S	Masimo	1859,11171-000019	1 ea > 20/cs
250	20	Single-Use Adhesive Infant Finger Sensor (Set M-LNCS Connection)	Masimo	N/A	500	\$ 15.00	\$ 7,500.00	\$ 17.25	\$ 8,625.00	EDI-705024-S	Masimo	2512	1 ea > 20/cs
251	21	Single-Use Adhesive Pediatric Finger Sensor (Set M-LNCS Connection)	Masimo	CASE 20	1000	\$ 276.00	\$ 276,000.00	\$ 372.60	\$ 372,600.00	EDI-705023-S	Masimo	2511	1 ea > 20/cs
252	22	SET Rainbow Sensor (Set M-LNCS Connection)	Masimo		10	\$ 270.59	\$ 2,705.88	\$ 311.18	\$ 3,111.76	EDI-705006	Masimo	2696	1 ea
253	23	Pediatric Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	100	\$ 679.20	\$ 67,920.00	\$ 916.92	\$ 91,692.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs
254	24	Pediatric Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 25	300	\$ 1,066.80	\$ 320,040.00	\$ 1,440.18	\$ 432,054.00	edi-712701	Westmed	916	1 ea > 25bx > 100/cs
255	25	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	30	\$ 24.00	\$ 720.00	\$ 27.60	\$ 828.00	EDI-732630	Ultracheck	US2635MHP-05	1 ea > 5pr/cs
256	26	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	30	\$ 18.00	\$ 540.00	\$ 20.70	\$ 621.00	EDI-732632	Ultracheck	US1320MHP-05	1 ea > 5pr/cs
257	27	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Infant	Physio	EA	20	\$ 18.00	\$ 360.00	\$ 20.70	\$ 414.00	EDI-732633	Ultracheck	US0814MHP-05	1 ea > 5pr/cs
258	28	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Large Adult	Physio	EA	20	\$ 26.16	\$ 523.20	\$ 30.08	\$ 601.68	EDI-732634	Ultracheck	US3242MHP-05	1 ea > 5pr/cs
259	29	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet	Physio	EA	20	\$ 44.40	\$ 888.00	\$ 51.06	\$ 1,021.20	EDI-732636	Ultracheck	US4250MHP-05	1 ea > 5pr/cs
260	30	NIBP Hose, Bayonet Design, Coiled 9ft	Physio		15	\$ 113.76	\$ 1,706.40	\$ 130.82	\$ 1,962.36	EDI-7336	Physio	21300-008148	1 ea
261	31	NIBP Hose, Bayonet Design, Uncoiled	Physio		15	\$ 137.10	\$ 2,056.50	\$ 157.67	\$ 2,364.98	EDI-712501	Physio	21300-008147	1 ea
262	32	SPO2 Extension Cable Masimo 4 foot cable for the Masimo Set Reusable	Masimo	N/A	100	\$ 96.00	\$ 9,600.00	\$ 110.40	\$ 11,040.00	EDI-705211	Masimo	2406	1 ea
263	33	Thermoscan Probe Covers 200/box	Alternative or Equivalent	BOX 200	100	\$ 16.51	\$ 1,651.20	\$ 22.29	\$ 2,229.12	EDI-745401	Welch Allyn	06000-005 / 26801	200/bx
264	34	Zoll AED Plus STAT-PADZ II (adult)	Zoll	PAIR	20	\$ 45.30	\$ 906.00	\$ 52.10	\$ 1,041.90	EDI-316210	zoll	8900-0802-01	10/pk
265		Percentage Discount off Balance of Product Line for Lot 6			24%								x
266		Lot #7 Miscellaneous Emergency Equipment and Supplies											x
267		Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	x
268	1	High Five Blaze 10.5 PF Nitrile Glove (Small)	MicroFlex	BOX 10	100	\$ 216.38	\$ 21,637.68	\$ 292.11	\$ 29,210.87	EGL-520701-S	Microflex	N481	100/bx > 10bx/cs
269	2	High Five Blaze 10.5 PF Nitrile Glove (Medium)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520702-S	Microflex	N482	100/bx > 10bx/cs



270	3	High Five Blaze 10.5 PF Nitrile Glove (Large)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520703-S	Microflex	N483	100/bx > 10bx/cs
271	4	High Five Blaze 10.5 PF Nitrile Glove (X-Large)	MicroFlex	BOX 10	500	\$ 216.38	\$ 108,188.41	\$ 292.11	\$ 146,054.36	EGL-520704-S	Microflex	N484	100/bx > 10bx/cs
272	5	High Five Blaze 10.5 PF Nitrile Glove (XX-Large)	MicroFlex	BOX 10	200	\$ 216.38	\$ 43,275.37	\$ 292.11	\$ 58,421.74	EGL-520705-S	Microflex	N485	100/bx > 10bx/cs
273	6	King Vision Standard Blade (KV031)	Ambu	EA	200	\$ 52.17	\$ 10,433.49	\$ 59.99	\$ 11,998.52	EAW-235822	Ambu	KVL03	1 ea
274	7	King Vision Channeled Blade (KV003)	Ambu	EA	200	\$ 52.17	\$ 10,433.49	\$ 59.99	\$ 11,998.52	EAW-235823	Ambu	KVL03C	1 ea
275	8	Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730000	Medsource	MS-BP100	1 ea
276	9	Large Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 8.50	\$ 1,274.40	\$ 9.77	\$ 1,465.56	EDI-730004	Medsource	MS-BP200	1 ea
277	10	Child Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730002	Medsource	MS-BP300	1 ea
278	11	Infant Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.93	\$ 1,189.80	\$ 9.12	\$ 1,368.27	EDI-730003	Medsource	MS-BP400	1 ea
279	12	Thigh Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 8.50	\$ 1,274.40	\$ 9.77	\$ 1,465.56	EDI-730006	Medsource	MS-BP500	1 ea
280	13	SOF Tactical Tourniquet, Wide, Black	Tactical Medical Solutions	EA	150	\$ 26.74	\$ 4,011.18	\$ 30.75	\$ 4,612.86	EFA-351531-BK	Tactical	SOFTT-W	1 ea
281	14	Celox Rapid Hemostatic Gauze, Z-Fold, 3" By 5foot	Celox	EA	40	\$ 35.22	\$ 1,408.82	\$ 40.50	\$ 1,620.15	EFA-105832	Celox	30-220	1 ea
282	15	Celox Rapid Ribbon Hemostatic Gauze, Z-Fold, 1" by 5foot	Celox	EA	40	\$ 26.75	\$ 1,070.18	\$ 30.77	\$ 1,230.71	EFA-105837	Celox	30-225	1 ea
283	16	Celox Rapid Hemostatic Gauze, Z-Fold, 10foot	Celox	EA	40	Discontinued				EFA-105831	Celox	30-210	Discontinued
284	17	Cobat Cravat	Alternative or Equivalent	EA	50	\$ 6.46	\$ 323.00	\$ 7.43	\$ 371.45	TAC-8646	H&Hassoc	HHSBD01	1 ea
285	18	Olaes Bandage, 4 inches	Alternative or Equivalent	EA	50	\$ 3.38	\$ 168.98	\$ 3.89	\$ 194.32	EFA-101102	Dynarex	3683	1ea > 100cs
286	19	Olaes Bandage, 6 inches	Alternative or Equivalent	EA	50	\$ 3.99	\$ 199.70	\$ 4.59	\$ 229.65	EFA-101202	Dynarex	3684	1 ea > 50/cs
287	20	Universal SAM Splint II, 36 inches Flat, Dark Green	Alternative or Equivalent	EA	50	\$ 3.54	\$ 177.08	\$ 4.07	\$ 203.65	ESP-633610-OR	Dynarex	230564	1ea > 100cs
288						\$ -			\$ -		Does not come in green		x
289	21	Blast Bandage	Alternative or Equivalent	EA	100	\$ 7.87	\$ 786.51	\$ 9.04	\$ 904.48	EFA-101335	Tactical	BLAST	1 ea

290	22	Coflex 4" by 5 yards	Alternative or Equivalent	EA	200	\$ 17.71	\$ 3,541.73	\$ 20.36	\$ 4,073.00	efa-107804	Dukal	8045T	18/bx
291	23	Coflex 6" by 5 yards	Alternative or Equivalent	EA	200	\$ 23.23	\$ 4,645.30	\$ 26.71	\$ 5,342.10	efa-107806	Shield Line	MPR-65105	12/bx
292	24	Elastic Bandage Rolls 4" by 4.5 yards	Alternative or Equivalent	EA	100	\$ 5.33	\$ 533.46	\$ 6.13	\$ 613.48	efa-1072	Dukal	504LF	10/bx > 5bx/cs
293	25	IV Start Kit	Alternative or Equivalent	EA	200	\$ 0.70	\$ 139.20	\$ 0.80	\$ 160.08	edi-349999	QuadMed	EDI-349999	1 ea
294	26	Adult Traction Split	Alternative or Equivalent	EA	25	\$ 179.17	\$ 4,479.17	\$ 206.04	\$ 5,151.04	ESP-311001-OR	EPandR	EP-800	1 ea
295	27	Pedi Traction Split	Alternative or Equivalent	EA	25	\$ 266.33	\$ 6,658.33	\$ 306.28	\$ 7,657.08	ESP-3101	Faretec	1126512	1 ea
296	28	KED	Alternative or Equivalent	EA	25	\$ 56.42	\$ 1,410.59	\$ 64.89	\$ 1,622.17	EBB-4661-GR	Medsource	MS-ED2253	1 ea
297	29	Pedi Immobilizer	Alternative or Equivalent	EA	25	\$ 144.85	\$ 3,621.31	\$ 166.58	\$ 4,164.51	EBB-175099	QuadMed	EBB-175099	1 ea
298	30	Multi-Cuff BP System (Large Adult, Reg Adult, Child, Infant, Thigh)	Alternative or Equivalent	EA	25	\$ 37.20	\$ 930.00	\$ 42.78	\$ 1,069.50	edi-732501-bl	Medsource	MS-MED5N	1 ea
299	31	Dual Bell Stethoscope , Sprague Rappaport Type	Alternative or Equivalent	EA	100	\$ 5.04	\$ 504.00	\$ 5.80	\$ 579.60	EDI-7370-BK	Zulco	100-3001BLK	1 ea
300	32	Pelican 1550 Case, Orange with EMS Inserts Top and Bottom	Pelican	EA	40	\$ 26.16	\$ 9,384.55	\$ 30.08	\$ 1,203.36	1550ems	pelican	1550ems	1 ea
301	33	Pelican 1550 Case, Yellow with EMS Insert Top Only	Pelican	EA	40	\$ 44.40	\$ 9,384.55	\$ 51.06	\$ 2,042.40	1550ems	pelican	1550ems	1 ea
302	34	Pelican Lid Medication Insert for 1550	Pelican	EA	40	\$ 68.85	\$ 2,754.00	\$ 79.18	\$ 3,167.10	ECC-155411	Pelican	ECC-155411	1 ea
303	35	Pelican 1550 EMS Inserts Bottom	Pelican	EA	40	\$ 111.78	\$ 4,471.27	\$ 128.55	\$ 5,141.96	ECC-155403	Pelican	1555	1 ea
304	36	O2 Regulator, 0-25 LPM, Barb and 2 DISS Power Take-Offs - #CGA870	Meret	EA	100	\$ 36.81	\$ 3,680.60	\$ 42.33	\$ 4,232.69	EAW-280601	Cramer	AREG8725-B2D	1 ea
305	37	LifePak 15 Standard Carrying Case	Physio	EA	20	\$ 409.54	\$ 8,190.72	\$ 470.97	\$ 9,419.33	EDI-707715	Physio	11577-000002	1 ea
306	38	LifePak 15 Top Pouch	Physio	EA	10	\$ 73.94	\$ 739.44	\$ 85.04	\$ 850.36	EDI-707718	Physio	11220-000028	1 ea
307	39	Lifepak 15 Rear Pouch	Physio	EA	10	\$ 105.23	\$ 1,052.28	\$ 121.01	\$ 1,210.12	EDI-707716	Physio	11260-000039	1 ea
308	40	Lifepak 15 Shoulder Strap	Physio	EA	20	\$ 49.30	\$ 985.92	\$ 56.69	\$ 1,133.81	EDI-707717	Physio	11577-000001	1 ea

309	41	M.U.L.E. Pro Multi Use Large Equipment Response System - RS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 318.69	\$ 1,593.43	\$ 366.49	\$ 1,832.45	ECC-2525-BK	Meret	M5107	1 ea
310	42	XTRA Fill Pro Modules - TS2 Ready(Infectious Control Bag)	Meret	EA	5	\$ 76.44	\$ 382.19	\$ 87.90	\$ 439.52	ECC-2563-RD	Meret	M5101C-F	1 ea
311	43	Recovery PRO O2 Response Bag - TS2 Ready Tactical Black	Meret	EA	5	\$ 262.45	\$ 1,312.23	\$ 301.81	\$ 1,509.06	ECC-2540-TB	Meret	M5108	1 ea
312	44	XTRA Fill Pro Modules - TS2 Ready Tactical Black (Infectious Control Bag)	Meret	EA	5	\$ 58.59	\$ 292.94	\$ 67.38	\$ 336.89	ECC-2563-TB	Meret	M5101C-TB	1 ea
313	45	10 Point Bridle Strap - Velcro black	Alternative or Equivalent	EA	1000	\$ 22.80	\$ 22,795.81	\$ 26.22	\$ 26,215.19	EST-382502	DMS	22000BK	1 ea
314	46	Cric Kit	Alternative or Equivalent	EA	100	\$ 2.33	\$ 233.49	\$ 2.69	\$ 268.52	EAW-245399	QuadMed	EAW-245399	1 ea
315	47	Decomp Kit	Alternative or Equivalent	EA	100	\$ 34.35	\$ 3,434.82	\$ 39.50	\$ 3,950.04	EAW-24550099	QuadMed	EAW-24550099	1 ea
316		VBM Quicktrach II Percutaneous Cricothyrotomy	VBM Quicktrach II	EA	100	\$ 159.14	\$ 15,914.46	\$ 183.02	\$ 18,301.63	EAW-245012	VBM	30-10-904-1	1 ea
317	Percentage Discount off Balance of Product Line for Lot 7				22%								

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### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

In Process

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



### CONTRACT EXECUTIVE OVERVIEW Piggyback Renewal

Vendor Name: QuadMed, Inc.  
Bid/Contract Ref # RFP-18-10554-VJ  
Agency Name: Osceola County, FL  
Contract Type: Piggyback

Contract Value under \$50K

Resolution # n/a City Council Approval Date: n/a

Contract Term End Date 2/28/2024

Renewable Y/N Yes If yes # and length of renewals: \_\_\_\_\_  
May be extended when in the best interest of the County

City's Project Manager(s) Christy Manna

**Brief Description/Purpose:**

Renewal of piggyback to utilize the terms and conditions, including scope of Osceola County Agreement for Emergency Medical Supplies and equipment services as needed

**Approvals:**

Responsible Dept. Director Kyle Berryhill  
City Finance Helena Alves  
City Attorney [Signature]  
City Manager Denise Berman

Date: Feb 28, 2023 | 6:05 AM PST  
Date: Feb 28, 2023 | 10:17 AM EST  
Date: Feb 28, 2023 | 10:24 AM EST  
Date: Feb 28, 2023 | 1:42 PM EST

Vendor Name and Email Melinda Langorgen mindy@quadmed.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

QuadMed, Inc.  
Melinda Langorgen  
11210-1 Philips Industrial Blvd  
Jacksonville, FL 32256

RE: Letter Authorizing Piggyback Contract Renewal

Osceola County Agreement for Emergency Medical Supplies and equipment

Contract Name

2/28/2019

Effective date

RFP-18-10554-VJ

Contract #

Dear Melinda:

The City of Palm Coast, Florida requests permission to renew the engagement letter dated 10-13-2021 until 2-28-2024. Such renewal shall be under the same terms and conditions, including pricing, as the Osceola Agreement with QuadMed, Inc. If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Thank you for your attention to this request.

Regards,

*Shannon Nolan*

Shannon Nolan  
Procurement Coordinator  
sknolan@palmcoastgov.com

**This contract renewal is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

DocuSigned by:  
By: *Denise Bevan*

Print: Denise Bevan

Title: City Manager

Date: Feb 28, 2023 | 1:42 PM EST

**QUADMED, INC.**

DocuSigned by:  
By: *Melinda Langorgen*

Print: Melinda Langorgen

Title: Bid Contracts Mgr.

Date: Feb 27, 2023 | 1:36 PM EST





**AMENDMENT # 4  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND QUADMED, INC.**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and QUADMED, INC., PO Box 550773, Jacksonville, Florida, 32255, hereinafter referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide emergency medical supplies and equipment, as further described in the Agreement RFP-18-10554-VJ, approved by the Board of County Commissioners on February 18, 2019, as amended by the Board of County Commissioners on February 3, 2020, as amended by the County Manager on January 27, 2021, as amended by the Board of County Commissioners on February 21, 2022, between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 25. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the terms of the agreement one additional year through February 28, 2024,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby deleted in its entirety and replaced with the following:

**SECTION 1.            TERM**

The term of this Agreement shall begin upon execution and continue through February 28, 2024, and may be extended when in the best interest of the County.

2. Section 5. Compensation is hereby deleted in its entirety and replaced with the following:

**SECTION 5.                    COMPENSATION**

- A.     The amount to be paid under this Agreement for services rendered will not exceed FIVE HUNDREND THOUSAND AND 00/100 Dollars (\$500,000.00) annually for Years ONE, TWO and THREE, and will not exceed SIX HUNDRED FIFTY THOUSAND (\$650,000.00) for Year FOUR, and will not exceed SEVEN HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$750,750.00) for Year FIVE, for a total not to exceed amount of TWO MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 Dollars (\$2,900,750.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
  - B.     Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
  - C.     Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
- 4.     These changes shall be effective upon this Amendment being executed by both parties.
  - 5.     The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the date and year written below.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
Chair/Vice Chair



ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

February 20<sup>th</sup>, 2023

QUADMED, INC.

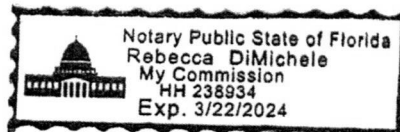
By: [Signature]  
Title: Bid Contracts Mgr.

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was executed before me this 26<sup>th</sup> day of January, 2023, by Melinda Langaracas Bid Contracts Mgr. of Quadmed, Inc., who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced Personally known as identification.

Commission Expires:  
3/22/2024

[Signature]  
NOTARY PUBLIC, State of Florida





**CONTRACT EXECUTIVE OVERVIEW**  
**Piggyback Renewal**

Vendor Name: QuadMed, Inc.

Bid/Contract Ref # RFP-18-10554-VJ

Agency Name: Osceola County, FL

Contract Type: Piggyback

Contract Value under \$50K

Resolution # n/a City Council Approval Date: n/a

Contract Term End Date 2/28/2023

Renewable Y/N Yes If yes # and length of renewals: \_\_\_\_\_ May be extended when in the best interest of the County

City's Project Manager(s) Christy Manna

**Brief Description/Purpose:**

Renewal of piggyback to utilize the terms and conditions, including scope of Osceola County Agreement for Emergency Medical Supplies and equipment services as needed

**Approvals:**

Responsible Dept. Director	<u>Gerald Forte</u> <small>DocuSigned by: 49655ED5DEF4478...</small>	Date: <u>Mar 8, 2022   8:57 AM EST</u>
City Finance	<u>Helena Alves</u> <small>DocuSigned by: 4F2A3892B67B492...</small>	Date: <u>Mar 8, 2022   9:03 AM EST</u>
City Attorney	<u>Mysa Borkert</u> <small>DocuSigned by: E1D83E71806D418...</small>	Date: <u>Mar 8, 2022   9:14 AM EST</u>
City Manager	<u>Denise Benan</u> <small>DocuSigned by: B8F859DE5A4147C...</small>	Date: <u>Mar 8, 2022   9:58 AM EST</u>

Vendor Name and Email Melinda Langorgen mindy@quadmed.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

QuadMed, Inc.  
Melinda Langorgen  
11210-1 Philips Industrial Blvd  
Jacksonville, FL 32256

RE: Letter Authorizing Piggyback Contract Renewal

Osceola County Agreement for Emergency Medical Supplies and equipment

Contract Name

2/28/2019

Effective date

RFP-18-10554-VJ

Contract #

Dear Melinda:

The City of Palm Coast, Florida requests permission to renew the engagement letter dated 10-13-2021 until 2-28-2023. Such renewal shall be under the same terms and conditions, including pricing, as the Osceola Agreement with QuadMed, Inc. If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Thank you for your attention to this request.

Regards,

*Jesse K. Scott*

Jesse K. Scott  
Procurement Coordinator  
jkscott@palmcoastgov.com

**This contract renewal is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

*Denise Bevan*

B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Mar 8, 2022 | 9:58 AM EST

**QUADMED, INC.**

*Melinda Langorgen*

(Authorized Signatory)

2F14671A84FE4FE...

Print Name: Melinda Langorgen

Title: Bid Contracts Mgr.

Date: Mar 8, 2022 | 6:55 AM EST



**AMENDMENT # 3  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND QUADMED, INC.**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and QuadMed, Inc., Post Office Box 550773, Jacksonville, Florida 32255, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide emergency medical supplies and equipment, as further described in the Agreement RFP-18-10554-VJ. approved by the Board of County Commissioners on February 18, 2019, as amended by the Board on February 3, 2020, as amended by the County Manager on January 27, 2021, between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 25. Modifications, the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the term of the Agreement for one year and to increase the annual not to exceed amount,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended to read as follows:

**SECTION 1. TERM**

The term of this Agreement is amended to extend through February 28, 2023 and may be extended when in the best interest of the County.

2. Section 5. Compensation is hereby deleted and replaced with the following:

**SECTION 5. COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00) annually for years one, two and three, and will not exceed SIX HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$650,000.00)

annually for year four, for a total not to exceed amount of TWO MILLION, ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,150,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

3. Section 34. Project Managers is hereby deleted and replaced with the following:

**SECTION 34.**

**PROJECT MANAGERS**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced with another individual.

- A. The COUNTY Project Manager's contact information is as follows:

Ivan A. Mustafa, Division Chief  
Osceola County Fire Rescue and EMS Department  
2586 Partin Settlement Road  
Kissimmee, Florida 34744  
Ph: (407)- 742-6875  
Email: [Ivan.Mustafa@osceola.org](mailto:Ivan.Mustafa@osceola.org)



- B. The CONTRACTOR Project Manager's contact information is as follows:

NOTE: All orders for EMS Supplies and Equipment shall be directed, via email, to:

Stephen Clark  
Email: [SClark@quadmed.com](mailto:SClark@quadmed.com)

NOTE: All matters related to Contract and Contract Pricing shall be directed to:

Melinda Langorgen, Bid/Contracts Manager  
11210 Phillips Industrial Blvd East, Suite 1.  
Jacksonville, Florida 32256  
Ph: 1-800-933-7334  
Email: [bids@quadmed.com](mailto:bids@quadmed.com)

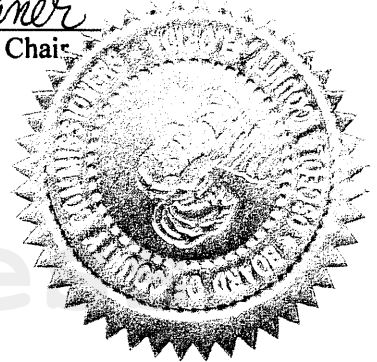
4. These changes shall be effective upon this Amendment being executed by both parties.
5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
Chair/Vice Chair



ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

02/21/2022  
Amendment #3

QUADMED, INC.

By: [Signature]

Title: Bid Contracts Mgr.

Date: 12/31/2021

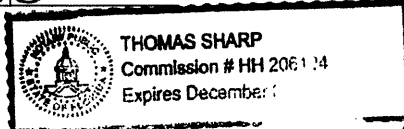
STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was executed before me this 31<sup>st</sup> day of December, 2021, by Melinda Langorgen, as Bid Contracts Mgr. of QuadMed, Inc., who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced FLDL 6726541659220 as identification.

Commission Expires:

12/8/25

[Signature]  
NOTARY PUBLIC, State of Florida



RFP-18-10554-VJ / EMS EQUIPMENT & SUPPLIES												
Exhibit "B" - Pricing Schedule												
Revised: 01/2022												
Lot #1 Advanced Life Support Airway												
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags	QM item	MFG	MFG Item	Unit of Issue
1	Asherman Chest Seal	Alternative or Equivalent	BOX 10	36	\$ 88.70	\$ 3,193.20	\$ 89.05	\$ 3,205.80	EFA-1067	Asherman	849100	1ea > 10/bx
2	Bougie 700mm in length 10 fr	Alternative or Equivalent	BOX 10	100	\$ 31.76	\$ 3,176.00	\$ 32.71	\$ 3,271.00	EAW-235320-S	Dynarex	4582	1ea > 10/bx
3	Bougie 700mm in length 14 fr	Alternative or Equivalent	BOX 10	100	\$ 31.76	\$ 3,176.00	\$ 32.71	\$ 3,271.28	EAW-235325-S	Dynarex	4583	1ea > 10/bx
4	E.T Stylette\Adult\10fr - Slick	Teleflex	BOX 10	100	\$ 33.60	\$ 3,360.00	\$ 34.61	\$ 3,460.80	EAW-2347-S	Teleflex	1000R	1 ea > 25bx > 100/cs
5	E.T Stylette\Child\ 8fr - Slick	Teleflex	CASE 20	50	\$ 61.82	\$ 3,091.00	\$ 63.67	\$ 3,183.73	EAW-2348-S	Teleflex	750	1 ea > 25bx > 100/cs
6	E.T Stylette\Infant\6fr - Slick	Teleflex	CASE 20	50	\$ 58.35	\$ 2,917.50	\$ 60.10	\$ 3,005.03	EAW-2349-S	Teleflex	500	1 ea > 25bx > 100/cs
7	E.T.T 10.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	CASE 20	10	\$ 17.95	\$ 179.55	\$ 18.94	\$ 189.38	EAW-232001-S	Smiths	100/100/010	1ea > 10/bx
8	E.T.T 2.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.50	\$ 30.00	\$ 1.55	\$ 30.90	EAW-230925-S	Sunmed	1-7333-25	1ea > 10/bx
9	E.T.T 2.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	BOX 10	10	\$ 9.40	\$ 94.00	\$ 9.68	\$ 96.82	EAW-230001-S	Dynarex	4531	1ea > 10/bx
10	E.T.T 3.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.28	\$ 25.60	\$ 1.32	\$ 26.37	EAW-230930-S	Smiths	100/100/030	1ea > 10/bx
11	E.T.T 3.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.75	\$ 7.50	\$ 0.77	\$ 7.73	EAW-230101-S	Dynarex	4532	1ea > 10/bx
12	E.T.T 3.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.28	\$ 25.60	\$ 1.32	\$ 26.37	EAW-230935-S	Smiths	100/100/035	1ea > 10/bx
13	E.T.T 3.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.75	\$ 7.50	\$ 0.77	\$ 7.73	EAW-230201-S	Dynarex	4533	1ea > 10/bx
14	E.T.T 4.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.40	\$ 0.84	\$ 16.89	EAW-230940-S	Dynarex	4538	1ea > 10/bx
15	E.T.T 4.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.75	\$ 7.50	\$ 0.77	\$ 7.73	EAW-230301-S	Dynarex	4534	1ea > 10/bx
16	E.T.T 4.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-230945-S	Dynarex	4539	1ea > 10/bx
17	E.T.T 4.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.75	\$ 7.50	\$ 0.77	\$ 7.73	EAW-230401-S	Dynarex	4535	1ea > 10/bx

18	E.T.T 5.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231001-S	Dynarex	4540	1ea > 10/bx
19	E.T.T 5.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.75	\$ 15.00	\$ 0.77	\$ 15.45	EAW-230501-S	Dynarex	4536	1ea > 10/bx
20	E.T.T 5.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.40	\$ 0.84	\$ 16.89	EAW-231101-S	Dynarex	4541	1ea > 10/bx
21	E.T.T 5.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.75	\$ 15.00	\$ 0.77	\$ 15.45	EAW-230601-S	Dynarex	4537	1ea > 10/bx
22	E.T.T 6.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.40	\$ 0.84	\$ 16.89	EAW-231201-S	Dynarex	4542	1ea > 10/bx
23	E.T.T 6.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 82.00	\$ 0.84	\$ 84.46	EAW-231301-S	Dynarex	4543	1ea > 10/bx
24	E.T.T 7.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 82.00	\$ 0.84	\$ 84.46	EAW-231401-S	Dynarex	4544	1ea > 10/bx
25	E.T.T 7.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 82.00	\$ 0.84	\$ 84.46	EAW-231501-S	Dynarex	4545	1ea > 10/bx
26	E.T.T 8.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 82.00	\$ 0.84	\$ 84.46	EAW-231601-S	Dynarex	4546	1ea > 10/bx
27	E.T.T 8.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.40	\$ 0.84	\$ 16.89	EAW-231701-S	Dynarex	4547	1ea > 10/bx
28	E.T.T 9.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.40	\$ 0.84	\$ 16.89	EAW-231801-S	Dynarex	4548	1ea > 10/bx
29	King LT-D Kit, Size 2	Ambu	EA	30	\$ 38.64	\$ 1,159.20	\$ 39.80	\$ 1,193.98	EAW-23220299	Ambu	EAW-23220299	1 ea > 10/bx
									LTD discontinued-used LTSD			x
30	King LT-D Kit, Size 2.5	Ambu	EA	30	\$ 38.64	\$ 1,159.20	\$ 39.80	\$ 1,193.98	EAW-23225299	Ambu	EAW-23225299	1 ea > 10/bx
									LTD discontinued-used LTSD			x
31	King LT-D Kit, Size 3 Yellow	Ambu	EA	40	\$ 37.06	\$ 1,482.40	\$ 38.17	\$ 1,526.87	EAW-23230199	Ambu	EAW-23230199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
32	King LT-D Kit, Size 4 Red	Ambu	EA	120	\$ 36.45	\$ 4,374.00	\$ 37.54	\$ 4,505.22	EAW-23240199	Ambu	EAW-23240199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
33	King LT-D Kit, Size 5 Purple	Ambu	EA	50	\$ 37.06	\$ 1,853.00	\$ 38.17	\$ 1,908.59	EAW-23250199	Ambu	EAW-23250199	1 ea > 10/bx
									LTD discontinued-used LTSD			x
34	Endotracheal TubeHolder- Adult	Laerdal Thomas	CASE 100	200	\$ 313.35	\$ 62,670.00	\$ 322.75	\$ 64,550.10	EAW-2338	Laerdal	600-10000	1 ea > 25/bx
35	Endotracheal TubeHolder- Pediatric	Laerdal Thomas	CASE 100	75	\$ 363.77	\$ 27,282.75	\$ 374.68	\$ 28,101.23	EAW-2338-p	Laerdal	600-20000	1 ea > 25/bx
36	Mac 1 Greenline Disposable Fiber Optic Laryngoscope Blad	Alternative or Equivalent	BOX 20	20	\$ 73.99	\$ 1,479.80	\$ 76.21	\$ 1,524.19	EAW-250100	Medsource	MS-46211	1 ea > 20/cs
37	Mac 2 Greenline Disposable Fiber Optic Laryngoscope Blad	Alternative or Equivalent	BOX 20	20	\$ 73.99	\$ 1,479.80	\$ 76.21	\$ 1,524.19	EAW-250200	Medsource	MS-46212	1 ea > 20/cs
38	Mac 3 Greenline Disposable Fiber Optic Laryngoscope Blad	Alternative or Equivalent	BOX 20	100	\$ 76.40	\$ 7,640.00	\$ 78.69	\$ 7,869.20	EAW-250300	Medsource	MS-46213	1 ea > 20/cs



39	Mac 4 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	100	\$ 73.99	\$ 7,399.00	\$ 76.21	\$ 7,620.97	EAW-250400	Medsource	MS-46214	1 ea > 20/cs
40	MAD (100 with syringe)	Teleflex	CASE 100	200	\$ 719.00	\$ 143,800.00	\$ 740.57	\$ 148,114.00	EAW-202010	Teleflex	MAD100	1 ea > 25bx > 100/cs
41	MAD 300	Teleflex	CASE 100	200	\$ 688.55	\$ 137,710.00	\$ 709.21	\$ 141,841.30	EAW-202020	Teleflex	MAD300	1 ea > 25bx > 100/cs
42	Magill Forceps (Adult)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2360	Zulco	MAGILL ADULT	1 ea > 12/bx
43	Magill Forceps (Pediatric)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2361	Zulco	MAGILL 8"	1 ea > 12/bx
44	Miller 0 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	20	\$ 76.40	\$ 1,528.00	\$ 78.69	\$ 1,573.84	EAW-250500	Medsource	MS-46220	1 ea > 20/cs
45	Miller 1 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	20	\$ 73.99	\$ 1,479.80	\$ 76.21	\$ 1,524.19	EAW-250600	Medsource	MS-46221	1 ea > 20/cs
46	Miller 2 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	20	\$ 76.40	\$ 1,528.00	\$ 78.69	\$ 1,573.84	EAW-250700	Medsource	MS-46222	1 ea > 20/cs
47	Miller 3 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	100	\$ 76.40	\$ 7,640.00	\$ 78.69	\$ 7,869.20	EAW-250800	Medsource	MS-46223	1 ea > 20/cs
48	Miller 4 Greenline Disposable Fiber Optic Laryngoscope Bl	Alternative or Equivalent	BOX 20	100	\$ 73.99	\$ 7,399.00	\$ 76.21	\$ 7,620.97	EAW-250900	Medsource	MS-46224	1 ea > 20/cs
<b>Percentage Discount off Balance of Product Line for Lot 1</b>										#N/A	#N/A	x
<b>Lot #2 Basic Life Support Airway</b>										#N/A	#N/A	x
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>		#N/A	#N/A	x
1	Bite Sticks (one piece, non-toxic unbreakable)	Alternative or Equivalent	BAG 10	50	\$ 4.45	\$ 222.50	\$ 4.58	\$ 229.18	EAW-2790	ADC	4010T	10/pk
2	Bulb Syringe (sterile 2 oz)	Alternative or Equivalent	CASE 50	30	\$ 33.75	\$ 1,012.50	\$ 34.76	\$ 1,042.88	EFA-5401	Amsino	AS005025	1 ea > 50/cs
3	BVM Nebulizer Kit	Alternative or Equivalent	CASE 50	500	\$ 199.00	\$ 99,500.00	\$ 199.35	\$ 99,675.00	EAW-20400099	QuadMed	EAW-20400099	1 ea > 50/cs
4	BVM Neonate BVM Mask	Alternative or Equivalent	CASE 12	20	\$ 126.83	\$ 2,536.60	\$ 130.63	\$ 2,612.70	EAW-271402	Dynarex	5801	1 ea > 6/cs
5	BVM Adult (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	300	\$ 129.90	\$ 38,970.00	\$ 133.80	\$ 40,139.10	EAW-2715	Ambu	520211000	1 ea > 12/cs
6	BVM Child (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	EA	100	\$ 14.02	\$ 1,402.00	\$ 14.44	\$ 1,444.06	EAW-271503	Ambu	530213000	1 ea > 12/cs
7	BVM Infant (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	100	\$ 140.24	\$ 14,024.00	\$ 144.45	\$ 14,444.72	EAW-271505	Ambu	530212000	1 ea > 12/cs
8	Meconium Aspirator	Alternative or Equivalent	BOX 40	40	\$ 197.60	\$ 7,904.00	\$ 203.53	\$ 8,141.12	EAW-2225	VBM	49-30-000	1 ea > 40/cs
9	NC\Adult (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	3000	\$ 16.77	\$ 50,310.00	\$ 17.27	\$ 51,819.30	eaw-2000	various	144175	1 ea > 50/cs

10	NC\Pedi (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	500	\$ 34.72	\$ 17,360.00	\$ 35.76	\$ 17,880.80	eaw-2001	various	144165	1 ea > 50/cs
11	Neb. Masks\Adult (Nebulizer w/ adult aerosol mask and 7' O	Alternative or Equivalent	CASE 50	500	\$ 48.15	\$ 24,075.00	\$ 49.59	\$ 24,797.25	EAW-2022	Dynarex	5604	1 ea > 50/cs
12	Neb. Masks\Pedi (Nebulizer w/ pediatric aerosol mask and T	Alternative or Equivalent	CASE 50	500	\$ 39.77	\$ 19,886.36	\$ 41.53	\$ 20,763.24	EAW-2022-P	Dynarex	5603	1 ea > 50/cs
13	Nebulizers (Nebulizer w/ T, mouth piece and 6" flex tube)	Alternative or Equivalent	CASE 50	1000	\$ 36.36	\$ 36,363.64	\$ 38.00	\$ 37,997.06	EAW-2020	Dynarex	5601	1 ea > 50/cs
14	NPA 12fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2412-S	Teleflex	123312	1ea > 10/bx
15	NPA 14fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2414-S	Teleflex	123314	1ea > 10/bx
16	NPA 16fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2416-S	Teleflex	123316	1ea > 10/bx
17	NPA 18fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2418-S	Teleflex	123318	1ea > 10/bx
18	NPA 20fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-242001-S	Dynarex	4591	1ea > 10/bx
19	NPA 22fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-242201-S	Dynarex	4592	1ea > 10/bx
20	NPA 24fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-242401-S	Dynarex	4593	1ea > 10/bx
21	NPA 26fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-242601-S	Dynarex	4594	1ea > 10/bx
22	NPA 28fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-242801-S	Dynarex	4595	1ea > 10/bx
23	NPA 30fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-243001-S	Dynarex	4596	1ea > 10/bx
24	NPA 32fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-243201-S	Dynarex	4597	1ea > 10/bx
25	NPA 34fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-243401-S	Dynarex	4598	1ea > 10/bx
26	NPA 36fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 21.76	\$ 652.80	\$ 22.41	\$ 672.38	EAW-243601-S	Dynarex	4599	1ea > 10/bx
27	NRBM\Adult (Nonrebreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	6000	\$ 37.50	\$ 225,000.00	\$ 38.63	\$ 231,750.00	EAW-2011	Ventlab	2102	1 ea > 50/cs

28	NRBMNPedi (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	1000	\$ 38.10	\$ 38,100.00	\$ 39.24	\$ 39,243.00	EAW-2009	Ventlab	2202	1 ea > 50/cs
29	O2 Supply Tubing (84 inch)	Alternative or Equivalent	CASE 50	50	\$ 17.43	\$ 871.50	\$ 17.95	\$ 897.65	EAW-2030	Dynarex	5101	1 ea > 50/cs
30	OPA 100mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 8.00	\$ 800.00	\$ 8.24	\$ 824.00	EAW-240501	Dynarex	4755	1 ea > 50/cs
31	OPA 110mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 12	100	\$ 3.38	\$ 338.00	\$ 3.48	\$ 348.14	EAW-241001	Dynarex	4765	1 ea > 50/cs
32	OPA 43mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	N/A	100	\$ 0.28	\$ 28.00	\$ 0.29	\$ 28.84	EAW-240001	Dynarex	4715	1 ea > 50/cs
33	OPA 60mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 14.10	\$ 1,410.00	\$ 14.52	\$ 1,452.30	EAW-240201	Dynarex	4725	1 ea > 50/cs
34	OPA 80mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 14.10	\$ 1,410.00	\$ 14.52	\$ 1,452.30	EAW-240301	Dynarex	4735	1 ea > 50/cs
35	OPA 90mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 12.00	\$ 1,200.00	\$ 12.36	\$ 1,236.00	EAW-240401	Dynarex	4745	1 ea > 50/cs
36	S3 Oropharyngeal Evacuation Tool (S3)	Alternative or Equivalent	EA	100	\$ -	\$ -	\$ -	\$ -	EAW-221306	SSCOR	44305C	Discontinued
37	SFM/Infant (Medium concentration o2 mask infant)	Alternative or Equivalent	CASE 50	50	\$ 63.95	\$ 3,197.50	\$ 65.87	\$ 3,293.43	EAW-2008	various	0	1 ea > 50/cs
38	SFM/Pedi (Medium concentration o2 mask pediatric)	Alternative or Equivalent	CASE 50	50	\$ 40.51	\$ 2,025.50	\$ 41.73	\$ 2,086.27	EAW-2006	Ventlab	2200	1 ea > 50/cs
39	Suction Canister disposable 1200cc (green top)	Bemis - 484410	CASE 48	400	\$ 134.29	\$ 53,716.00	\$ 138.32	\$ 55,327.48	EAW-2220	Bemis	484410	1 ea > 48/cs
40	Suction Cath. 10fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2203	Dynarex	4810	1 ea > 50/cs
41	Suction Cath. 12fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2204	Dynarex	4812	1 ea > 50/cs
42	Suction Cath. 14fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2205	Dynarex	4814	1 ea > 50/cs
43	Suction Cath. 16fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2206	Dynarex	4816	1 ea > 50/cs
44	Suction Cath. 18fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2207	Dynarex	4818	1 ea > 50/cs
45	Suction Cath. 6fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2201	Dynarex	4806	1 ea > 50/cs
46	Suction Cath. 8fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 14.10	\$ 705.00	\$ 14.52	\$ 726.15	EAW-2202	Dynarex	4808	1 ea > 50/cs



47	Suction Tubing (1/4" x 6)	Alternative or Equivalent	CASE 50	300	\$ 58.50	\$ 17,550.00	\$ 60.26	\$ 18,076.50	EAW-2210	Conmed	36280	1 ea > 50/cs	
48	Yankauer Suction tip (with control vent)	Alternative or Equivalent	CASE 50	400	\$ 33.65	\$ 13,460.00	\$ 34.66	\$ 13,863.80	EAW-220901-S	Conmed	34880	1 ea > 50/cs	
Percentage Discount off Balance of Product Line for Lot 2												24%	
Lot #3 Basic Life Support Supplies													
												#N/A	
												#N/A	
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>			#N/A	#N/A	x
1	Adult C-Collar (Stifneck Select)	Laerdal Medical	CASE 50	1000	\$ 275.57	\$ 275,568.18	\$ 285.64	\$ 285,644.12	ECO-3850	Laerdal	980010	1 ea > 50/cs	
2	Pedi C-Collar (Stifneck Select)	Laerdal Medical	CASE 20	400	\$ 321.02	\$ 128,409.09	\$ 332.70	\$ 133,081.18	ECO-3857	Laerdal	980020/74611	1 ea > 50/cs	
3	Alcohol Preps (medium size 200/box)	Alternative or Equivalent	BOX 200	400	\$ 1.74	\$ 696.00	\$ 1.79	\$ 716.88	EFA-4150	Dynarex	1113	200/bx > 10bx/cs	
4	Ammonia Inhalants (10/box)	Alternative or Equivalent	BOX 10	400		\$ -	\$ -	\$ -	EFA-4010	various	0100043K	Discontinued	
5	Band-Aids (Fabric) (3/4"x 3")	Alternative or Equivalent	BOX 100	400	\$ 1.76	\$ 704.55	\$ 2.17	\$ 869.41	EFA-1106	Shield Line	MPR-63101	100/bx	
6	Bed Pan - Graphine Standard Pontoon	Medline	CASE 24	200	\$ 28.31	\$ 5,662.00	\$ 29.16	\$ 5,831.86	EFA-4513	Medline	DYNC8522	1 ea > 24/cs	
7	Blanket Flame Resistant 60" x 80"	Alternative or Equivalent	CASE 25	400	\$ 193.50	\$ 77,400.00	\$ 199.31	\$ 79,722.00	EFA-117423	Kemp	10-604	1 ea > 25/cs	
8	Blanket Fleece 60"x90"	Alternative or Equivalent	CASE 10	200	\$ 40.90	\$ 8,180.00	\$ 41.25	\$ 8,250.00	EFA-117402	aylorhealthcar	60-FCB5084	1ea > 10/bx	
9	C.A.T Combat Application Tourniquet (Black Color)	North American Rescue Products	EA	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-BK	American Resc	30-0001	1 ea	
10	C.A.T Combat Application Tourniquet (Orange Color)	North American Rescue Products	N/A	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-OR	American Resc	30-0023	1 ea	
11	Cardboard Splint 12" without foam	Alternative or Equivalent	PK 36	400	\$ 16.15	\$ 6,460.00	\$ 16.63	\$ 6,653.80	ESP-1500	DMS	61012M	1 ea > 36/cs	
12	Cardboard Splint 24" without foam	Alternative or Equivalent	PK 36	400	\$ 31.62	\$ 12,648.00	\$ 32.57	\$ 13,027.44	ESP-1520	DMS	61024M	1 ea > 36/cs	
13	Cardboard Splint 36" without foam	Alternative or Equivalent	PK 36	400	\$ 78.00	\$ 31,200.00	\$ 80.34	\$ 32,136.00	ESP-1573	DMS	61036MCF	1 ea > 36/cs	
14	Cold Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	400	\$ 13.78	\$ 5,512.00	\$ 14.19	\$ 5,677.36	efa-4200	Shield Line	MPR-41274	24/cs	
15	CPR Prompt Face Shield and Lung Combo (Adult/Child)	Alternative or Equivalent	PK 100	100	\$ 79.55	\$ 7,954.55	\$ 82.70	\$ 8,270.29	new item	nasco	lf06206	x	

16	CPR Prompt Face Shield and Lung Combo (Infant)	Alternative or Equivalent	PK 100	50	\$ 71.59	\$ 3,579.55	\$ 74.47	\$ 3,723.38	new item	nasco	lfo6207	x
17	Disposable Blankets (yellow minimum size 89"x58.5")	All Care	CASE 20	500	\$ 110.50	\$ 55,250.00	\$ 113.82	\$ 56,907.50	EFA-117302	aylorhealthcar	90-YEB6090	1 ea > 20/cs
18	Disposable Pillow	Alternative or Equivalent	CASE 12	300	\$ 31.68	\$ 9,504.00	\$ 33.23	\$ 9,969.00	EIC-5102	Medline	NON24392	1 ea > 24/cs
19	Finger Ring Cutter	Alternative or Equivalent	EA	24	\$ 4.49	\$ 107.76	\$ 4.62	\$ 110.99	EMI-7107	various	129100	1 ea
20	Head Immobilizer STA-BLOK	Laerdal Medical	CASE 30	1400	\$ 129.80	\$ 181,720.00	\$ 133.69	\$ 187,171.60	EHI-975	Laerdal	8929 / 700-0000	1 ea > 30/cs
21	Hot Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	50	\$ 16.22	\$ 811.00	\$ 16.71	\$ 835.33	efa-4205	Dynarex	4516	24/cs
22	Irrigation Fluid/500ml Sterile Water	Alternative or Equivalent	CASE 18	350	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
23	Kling 2" (sterile 2" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.42	\$ 284.09	\$ 1.82	\$ 364.12	EFA-1004	Dukal	8513	12/bx > 8bx/cs
24	Kling 4" (sterile 4" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.57	\$ 313.64	\$ 1.97	\$ 394.71	EFA-1006	various	3114/0200062	12/bx > 8bx/cs
25	Kling 6" (sterile 6" x 4 yds 6 per box)	Alternative or Equivalent	BOX 12	200	\$ 22.23	\$ 4,445.45	\$ 23.36	\$ 4,672.35	EFA-1007	Dukal	8516	12/bx > 8bx/cs
26	Lock Tags with numbers (bag of 100)	Alternative or Equivalent	PK 100	200	\$ 17.80	\$ 3,560.00	\$ 18.33	\$ 3,666.80	EMI-9220-GR	Healthmark	6323 GREEN	100/pk
27	Loop Backboard Strap 5' Two Piece Black (1 pair)	Alternative or Equivalent	EA	50	\$ 1.81	\$ 90.50	\$ 1.86	\$ 93.22	est-1390-bk	QuadMed	EST-1390-BK	1 ea
28	Loop Backboard Strap 5' Two Piece Orange (1 pair)	Alternative or Equivalent	EA	50	\$ 1.81	\$ 90.50	\$ 1.86	\$ 93.22	est-1390-or	QuadMed	EST-1390-OR	1 ea
29	MegaMover Plus	Alternative or Equivalent	CASE 10	300	\$ 286.66	\$ 85,998.00	\$ 295.26	\$ 88,577.94	EBB-4965	Graham	53376	1ea > 10/bx
30	Multi-Trauma Dressing (sterile minimum 10" x 30")	Alternative or Equivalent	CASE 50	500	\$ 41.25	\$ 20,625.00	\$ 42.49	\$ 21,243.75	EFA-1175	Shield Line	MPR-61204	1 ea > 50/cs
31	Nasco Intraosseous Infusion Simulator Bone Replacements	Alternative or Equivalent	EA	50	\$ 11.77	\$ 588.64	\$ 12.54	\$ 626.91	new item	nasco	lfo3831	x
32	Nasco Intraosseous Infusion Simulator Skin Replacements	Alternative or Equivalent	N/A	50	\$ 19.29	\$ 964.49	\$ 20.32	\$ 1,016.03	new item	nasco	lfo3832	x
33	Non Sterile 4x4 gauze (200 per bag)	Alternative or Equivalent	BAG 200	1000	\$ 1.93	\$ 1,930.00	\$ 1.99	\$ 1,987.90	EFA-1021	Dukal	8509	200/pk > 20pks/cs
34	O.B Kit (soft package)	Alternative or Equivalent		50	\$ 4.78	\$ 239.00	\$ 4.92	\$ 246.17	EFA-54000099	QuadMed	EFA-54000099	1 ea

35	Patient Restraints Wrist and Ankle (disposable)	Alternative or Equivalent		50	\$ 3.85	\$ 192.50	\$ 3.97	\$ 198.28	est-1114	DMS	501110M	1 ea > 48/cs		
36	Pen Lights (disposable) package of 6	Alternative or Equivalent	PK 6	100	\$ 3.96	\$ 396.00	\$ 4.08	\$ 407.88	emi-7120	Medsource	MS-PEL100	6/pk > 20pks/ cs		
37	Stretcher Sheets - Fitted Sheet 36x90	Taylor G Force Sure Fit	CASE 30	15,000	\$ 90.55	\$ 1,358,250.00	\$ 93.27	\$1,398,997.50	EIC-1873	aylorhealthcar	90-GFRC3690	30/cs		
38	Sterile 4x4 gauze (50 per box)	Alternative or Equivalent	BOX 50	100	\$ 1.54	\$ 154.00	\$ 1.59	\$ 158.62	EFA-1034	Shield Line	MRP-60543	50bx > 24bx/cs		
39	Sterile 5x9 ABD Pad (20 per box)	Alternative or Equivalent	TR 25	50	\$ 2.53	\$ 126.50	\$ 2.61	\$ 130.30	EFA-1060	Shield Line	MPR-60775	20/bx		
40	Sterile Bum Sheet (sterile 60" x 96")	Alternative or Equivalent	CASE 12	50	\$ 17.16	\$ 858.00	\$ 18.11	\$ 905.50	efa-1171	Medsource	MS-BS0033	1 ea > 12/cs		
41	Tape 1" hypoallergenic clear (adhesive 12 rolls/box)	Alternative or Equivalent	BOX 12	200	\$ 4.19	\$ 838.00	\$ 4.32	\$ 863.14	EFA-115401	Shield Line	MPR-62202	12/bx > 12bx/cs		
42	Tape 2" hypoallergenic clear (adhesive 6 rolls/box)	Alternative or Equivalent	BOX 6	200	\$ 4.64	\$ 928.00	\$ 4.78	\$ 955.84	EFA-115402	Shield Line	MPR-62203	6/bx > 12bx/cs		
43	Tape 3" hypoallergenic clear (adhesive 4 rolls/box)	Alternative or Equivalent	BOX 40	200	\$ 41.92	\$ 8,384.00	\$ 43.18	\$ 8,635.52	EFA-115403	Shield Line	MPR-62204	4/bx > 12bx/cs		
44	Thermal Emergency Blanket Silver 84" x 52"	Alternative or Equivalent	CASE 120	100	\$ 51.82	\$ 5,181.82	\$ 54.00	\$ 5,399.71	efa-1170	Dukal	721	1 ea > 120/cs		
45	Trauma Shears 7.5" long	Alternative or Equivalent	BOX 12	500	\$ 8.41	\$ 4,205.00	\$ 8.66	\$ 4,331.15	EMI-7260-BK	Zulco	157-176BK	1 ea > 12/bx		
46	Triage Tags Start Triage (pack of 50) -Waterproof	Disaster Management Systems	BAG 50	200	\$ 77.06	\$ 15,412.00	\$ 79.37	\$ 15,874.36	EMI-928101	Disamgt	DMS-05420F	1 ea > 50/pk		
47	Triangular Bandage	Alternative or Equivalent	CASE 240	500	\$ 44.32	\$ 22,159.09	\$ 46.23	\$ 23,116.18	EFA-109010	Medsource	MS-11050	12pk > 20pks/cs		
48	Urinal (plastic 1 quart)	Alternative or Equivalent	CASE 50	100	\$ 60.98	\$ 6,098.00	\$ 62.81	\$ 6,280.94	EFA-4514	various	88903	1 ea > 48/cs		
49	Vaseline Gauze 3:" x 9"	Alternative or Equivalent	BOX 50	100	\$ 21.31	\$ 2,130.68	\$ 22.41	\$ 2,240.88	EFA-1052	Dynarex	3039	50/bx		
50	Wash Basins (plastic 6 quart)	Alternative or Equivalent	CASE 50	400	\$ 35.98	\$ 14,392.00	\$ 37.06	\$ 14,823.76	EFA-4508	Medline	DYND80342	1 ea > 50/cs		
51	Window Punch	Alternative or Equivalent	EA	30	\$ 4.57	\$ 137.10	\$ 4.71	\$ 141.21	EMI-7102	various	1076	1 ea		
Percentage Discount off Balance of Product Line for Lot 3											22%	#N/A	#N/A	x
Lot #4 Personal Protective Equipment											#N/A	#N/A	#N/A	x
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>			#N/A	#N/A	x	



1	CPR Microshield	Alternative or Equivalent	CASE 50	50	\$ 482.90	\$ 24,145.00	\$ 497.39	\$ 24,869.35	EAW-2750	various	70-150/35472	1 ea > 50/cs		
2	Fluid Shield / Resistant Mask w/ Shield	Alternative or Equivalent	BOX 25	30	\$ 45.73	\$ 1,371.90	\$ 47.10	\$ 1,413.06	EIC-5150	Dynarex	2202	50/bx		
3	Hand Cleaner (antimicrobial) 4 ounce size	Alternative or Equivalent	CASE 24	500	\$ 32.40	\$ 16,200.00	\$ 33.37	\$ 16,686.00	EIC-630302	Dukal	HS3787	1 ea > 24/cs		
4	N95 3M V-Flex Model # 9105	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105	x		
5	N95 3M V-Flex Model # 9105S	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105s	x		
6	Personal Antimicrobial Wipes	Alternative or Equivalent	CASE 12	100	\$ 120.73	\$ 12,073.00	\$ 124.35	\$ 12,435.19	EIC-410403	PDI	Q89072	1 ea > 12/cs		
7	Personal Protection Gown	Alternative or Equivalent	CASE 50	200	\$ 84.82	\$ 16,964.00	\$ 87.36	\$ 17,472.92	EIC-5101	Dynarex	2141	50/cs		
8	Red Biohazard Bag 1.2mil Red with Black Print (40"x46")	Alternative or Equivalent	CASE 100	50	\$ -	\$ -	\$ -	\$ -	EIC-5454	Medline	NON123848	Discontinued		
9	Red Biohazard Bag 1.2mil Red with Black Print (23"x23")	Alternative or Equivalent	CASE 500	50	\$ 124.60	\$ 6,230.11	\$ 129.35	\$ 6,467.50	EIC-544802	Medline	NON152426	200/cs		
10	Safety Glasses (wrap around style/ANZI Z87.1 1989)	Alternative or Equivalent	CASE 12	100	\$ 52.50	\$ 5,250.00	\$ 54.70	\$ 5,470.29	emi-7715	various	53079 / 2400	1 ea > 12/cs		
11	Sanizide Bottle 32oz	Safe Tec of America	CASE 6	500	\$ 53.28	\$ 26,640.00	\$ 54.88	\$ 27,439.20	EIC-6371	Safetec	34810	1 ea > 6/cs		
12	Sanizide Gallon bottle	Safe Tec of America	CASE 4	100	\$ 29.95	\$ 2,995.00	\$ 30.85	\$ 3,084.85	EIC-6373	Safetec	34815	1 ea > 4/cs		
13	Tyvek Non-Sterile Sleeve (case od 100) 18 inch long	Alternative or Equivalent	CASE 60	20	\$ 125.00	\$ 2,500.00	\$ 128.75	\$ 2,575.00	EIC-5113	Dynarex	2137	60/cs		
14	Sharps Container - 1 Quart, Red (Oval)	Kendall - 8303SA	CASE 200	500	\$ 746.00	\$ 373,000.00	\$ 768.38	\$ 384,190.00	EIC-351701	Cardinal	8303SA	1 ea > 20/cs		
15	Sharps Container - 2 Gallon Red with Rotor Lid 10" H x 7.25" D x 10.5" W	Kendall - 8970	CASE 200	300	\$ 675.00	\$ 202,500.00	\$ 695.23	\$ 208,575.00	EIC-3548	Cardinal	8970	1 ea > 20/cs		
16	Sharps Container - Sm Rescue Square (1 quart sage 6.19" x	Cardinal Health	CASE 100	300	\$ 184.00	\$ 55,200.00	\$ 189.52	\$ 56,856.00	EIC-3517	Cardinal	8900SA	1ea > 100cs		
17	Sharps Container - 6.9qt One Piece Red/Clear Collector Sharps 6.9qt One Piece 11-1/2x9.4x5.3" Hinge Cap Handles With Petals For Multi-Use Red/Clear - #305489	Becton-Dickinson	CASE 12	100	\$ 92.32	\$ 9,231.82	\$ 95.93	\$ 9,592.65	EIC-352304	BD	305489	1 ea > 12/cs		
18	Sharps Container - 5qt Polypropylene Mailbox Style Lid Horizontal Drop For Patient Room Autoclavable Disposable Transparent Red - #8507SA	Medtronic	CASE 20	100	\$ 89.50	\$ 8,950.00	\$ 92.19	\$ 9,218.50	EIC-3538	Cardinal	8507SA	1 ea > 20/cs		
<b>Percentage Discount off Balance of Product Line for Lot 4</b>											15%	#N/A	#N/A	x
<b>Lot #5 Intravenous V Supplies</b>											#N/A	#N/A	#N/A	x
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>	#N/A	#N/A	#N/A	x		
1	10cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	10	\$ 8.10	\$ 81.00	\$ 8.34	\$ 83.43	EDI-340005	Dynarex	6990	100/bx > 8bx/cs		
2	1cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 2100	20	\$ 12.57	\$ 251.40	\$ 12.95	\$ 258.94	EDI-340000	various	26050	100/bx > 10bx/cs		

3	30cc Syringes (needleless) luer lock of 50	Alternative or Equivalent	BOX 40	10	\$ 10.82	\$ 108.20	\$ 11.14	\$ 111.45	EDI-340011	Dynarex	6992	50/bx
4	3cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	5	\$ 5.89	\$ 29.45	\$ 6.07	\$ 30.33	EDI-340121	Dynarex	6988	100/bx > 8bx/cs
5	Extension Set 6" - MS-83091	MedSource	CASE 50	5000	\$ 52.94	\$ 264,700.00	\$ 54.53	\$ 272,641.00	EDI-324203	Medsource	MS-83091	1 ea > 50/cs
6	Butterfly Needle 19 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 125.00	\$ 250.00	\$ 128.75	\$ 257.50	EDI-300901	various	26702	50/bx
7	Butterfly Needle 21 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 125.00	\$ 250.00	\$ 128.75	\$ 257.50	EDI-301101	various	26704	50/bx
8	Butterfly Needle 23 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 125.00	\$ 250.00	\$ 128.75	\$ 257.50	EDI-301301	various	26706	50/bx
9	Butterfly Needle 25 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 125.00	\$ 250.00	\$ 128.75	\$ 257.50	EDI-301501	various	26708	50/bx
10	EZ-IO Needle Sets 15 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
11	EZ-IO Needle Sets 25 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
12	EZ-IO Needle Sets 45 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
13	Flush syringe 10ml pre-filled saline	Alternative or Equivalent	BOX 100	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
14	Glucose strips- Countour related Item	Bayer	BOX 50	400	\$ 14.71	\$ 5,884.00	\$ 15.15	\$ 6,060.52	EFA-400310	Bayer	Contour Strips	50/bx > 24bx/cs
15	Glucometer - Countour related Item	Bayer	EA	50	\$ 23.47	\$ 1,173.50	\$ 24.17	\$ 1,208.71	EFA-400300	Bayer	Contour Meter	1 ea
16	I.O. Needle 15ga (Jamshidi Intraosseous)	Alternative or Equivalent	EA	20	\$ 18.68	\$ 373.60	\$ 19.24	\$ 384.81	EDI-3420-S	Medical Innovate	DIN 1515 X	1ea > 10/bx
17	Introcath Safety IV Catheter 14 ga x 2"	North American Rescue Products	EA	20	\$ 97.00	\$ 1,940.00	\$ 99.91	\$ 1,998.20	EDI-2999-I	Braun	4252594	50/bx
18	Lancets (safety self-retracting)	Alternative or Equivalent	BOX 200	50	\$ -	\$ -	\$ -	\$ -	EDI-3283-OR	Statmed	SAN-100	Discontinued
19	Normal Saline 1000ml IV Bags (case of 12)	Alternative or Equivalent	CASE 12	800	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
20	Normal saline 250ml IV Bags	Alternative or Equivalent	CASE 24	20	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
21	Normal Saline 500ml IV Bags	Alternative or Equivalent	CASE 24	10	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	x
22	Prep Razors (not disposable BIC style)	Alternative or Equivalent	CASE 250	200	\$ 84.09	\$ 16,818.18	\$ 87.41	\$ 17,481.76	EMI-921305	Dynarex	4251	50/bx
23	Pressure Infuser (disposable bag)	Alternative or Equivalent	CASE 10	100	\$ 103.69	\$ 10,369.00	\$ 106.80	\$ 10,680.07	EDI-325800	Salter Labs	FC-ZIT-1002	1ea > 10/bx
24	Clear Safe Safety I.V. Catheters 14 x 1.25"	Curaplex	BOX 50	20	\$ 68.19	\$ 1,363.80	\$ 70.24	\$ 1,404.71	EDI-3000-P	Smiths	3048	50/bx
									Per prior Approval- Smiths Medical accepted			x
25	Clear Safe Safety I.V. Catheters 16 x 1.25"	Curaplex	BOX 50	20	\$ 68.19	\$ 1,363.80	\$ 70.24	\$ 1,404.71	EDI-3001-P	Smiths	3042	50/bx > 4bx/cs
									Per prior Approval- Smiths Medical accepted			x

26	Clear Safe Safety I.V. Catheters 18 x 1.25"	Curaplex	BOX 50	75	\$ 68.19	\$ 5,114.25	<del>\$ 70.24</del>	<del>\$ 5,267.68</del>	EDI-3002-P	Smiths	3055	50/bx > 4bx/cs		
									Per prior Approval- Smiths Medical accepted			x		
27	Clear Safe Safety I.V. Catheters 20 x 1"	Curaplex	BOX 50	100	\$ 68.19	\$ 6,819.00	<del>\$ 70.24</del>	<del>\$ 7,023.57</del>	EDI-3003-P	Smiths	3056	50/bx > 4bx/cs		
									Per prior Approval- Smiths Medical accepted			x		
28	Clear Safe Safety I.V. Catheters 22 x 1"	Curaplex	BOX 50	75	\$ 68.19	\$ 5,114.25	<del>\$ 70.24</del>	<del>\$ 5,267.68</del>	EDI-3004-P	Smiths	3050	50/bx > 4bx/cs		
									Per prior Approval- Smiths Medical accepted			x		
29	Clear Safe Safety I.V. Catheters 24 x 0.75"	Curaplex	BOX 50	20	\$ 68.19	\$ 1,363.80	<del>\$ 70.24</del>	<del>\$ 1,404.71</del>	EDI-3005-P	Smiths	3053	50/bx		
									Per prior Approval- Smiths Medical accepted			x		
30	Safesite ant-stick cannula for rubber stopper vials	Alternative or Equivalent	N/A	300	\$ 42.99	\$ 12,897.00	<del>\$ 44.28</del>	<del>\$ 13,283.91</del>	EDI-3270	BD	303367	100/bx		
31	Safesite Blunt Syringe-tip cannula	Alternative or Equivalent	N/A	300	\$ 43.78	\$ 13,134.00	<del>\$ 45.09</del>	<del>\$ 13,528.02</del>	EDI-326301	BD	303345	100/bx		
32	Safesite Injection Site valve	Alternative or Equivalent	N/A	300	\$ -	\$ -	<del>\$ -</del>	<del>\$ -</del>	EDI-323805	Statforce	EDI-323805	Discontinued		
33	Safety Hypo Needles 18g box of 50	Alternative or Equivalent	BOX 100	30	\$ 3.57	\$ 107.10	<del>\$ 3.68</del>	<del>\$ 110.31</del>	EDI-339121	Dynarex	6961	100/bx > 10bx/cs		
34	Safety Hypo Needles 23g box of 50	Alternative or Equivalent	BOX 100	10	\$ 3.57	\$ 35.70	<del>\$ 3.68</del>	<del>\$ 36.77</del>	EDI-339130	Dynarex	6970	100/bx > 10bx/cs		
35	Safety Hypo Needles 25g box of 50	Alternative or Equivalent	BOX 100	10	\$ 7.25	\$ 72.50	<del>\$ 7.47</del>	<del>\$ 74.68</del>	EDI-339132	Cardinal	1188825100	100/bx > 10bx/cs		
36	IV Admin Set, Amsafe-3, 10-15-60 Drop, 2 AMSafe Needlefree sites, 2 Split Septum, w/6inch Ext	Amiso	CASE 48	6000	\$ 210.00	\$ 1,260,000.00	<del>\$ 216.30</del>	<del>\$1,297,800.00</del>	EDI-3211	Amsino	D38301	1 ea > 50/cs		
37	Tourniquets Latex free (not penrose drain style) pack of 10	Alternative or Equivalent	PK 250	300	\$ 20.05	\$ 6,015.00	<del>\$ 20.65</del>	<del>\$ 6,195.45</del>	EFA-350140	Elastomer	P209	250/pk		
38	Veniguards (adult) box	Alternative or Equivalent	BOX 100	500	\$ 15.91	\$ 7,954.55	<del>\$ 16.82</del>	<del>\$ 8,410.29</del>	EFA-350503	Medsource	MS-11101	100/bx		
39	Veniguards (pediatric) box	Alternative or Equivalent	BOX 100	100	\$ 45.45	\$ 4,545.45	<del>\$ 47.41</del>	<del>\$ 4,740.88</del>	EFA-3506	Conmed	730-4432	100/bx		
Percentage Discount off Balance of Product Line for Lot 5											44%	#N/A	#N/A	x
Lot #6 Electrocardiogram Equipment												#N/A	#N/A	x
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>			#N/A	#N/A	x	
1	Adult EKG Dots White Sensor Electrodes (10 pack)	Ambu	PK 10	3000	\$ 1.20	\$ 3,600.00	<del>\$ 1.24</del>	<del>\$ 3,708.00</del>	EDI-314410	Ambu	WS-00-S/10	10/pk > 360pks/cs		
2	Adult EKG Dots White Sensor Electrodes (4 pack)	Ambu	PK 4	1000	\$ 0.48	\$ 480.00	<del>\$ 0.49</del>	<del>\$ 494.40</del>	EDI-314404	Ambu	WS-00-S/4	4/pk > 900pks/cs		
3	Pedi EKG Dots (10 pack)	Ambu	PK 10	1000	\$ 2.99	\$ 2,990.00	<del>\$ 3.08</del>	<del>\$ 3,079.70</del>	EDI-313910	Ambu	SP-00-S-10	10pk > 100pk/cs		
4	Pedi EKG Dots (4 pack)	Ambu	PK 4	50	\$ 1.25	\$ 62.50	<del>\$ 1.64</del>	<del>\$ 82.21</del>	EDI-313904	Ambu	SP-00-S/4	4pk > 250pk/cs		
5	Adult Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	300	\$ 569.32	\$ 170,795.45	<del>\$ 589.76</del>	<del>\$ 176,928.53</del>	EDI-712602	SALTER	4MSF1-7-6-25	1 ea > 25bx > 100/cs		
6	Adult Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	5000	\$ 703.41	\$ 3,517,045.45	<del>\$ 728.59</del>	<del>\$3,642,926.47</del>	edi-712001	Westmed	939	1 ea > 25bx > 100/cs		
7	CPAP/Capnography Kit, O2MAX Neb Bitrac ED Mask, Adult MED, 3-SET, Ohmeda Connect, CO2 Sampling Line	Pulmodyne	CASE 10	1000	\$ 607.10	\$ 607,100.00	<del>\$ 625.31</del>	<del>\$ 625,313.00</del>	EAW-20734801 -EAW-207348	Pulmodyne	7556XNF-1 <del>8101551</del>	1ea > 10/bx		
8	Large CPAP Mask	Pulmodyne	CASE 50	500	\$ 1,215.91	\$ 607,954.55	<del>\$ 1,259.17</del>	<del>\$ 629,586.76</del>	EAW-207332	Pulmodyne	313-7030	1 ea > 10/cs		



9	Lifepak 15 12 lead assembly Limb Cable	Physio	N/A	50	\$ 137.55	\$ 6,877.50	\$ 141.68	\$ 7,083.83	EDI-318910	Physio	11111-000022	1 ea		
10	Lifepak 15 12 lead assembly Trunk cable	Physio	EA	50	\$ 328.00	\$ 16,400.00	\$ 337.84	\$ 16,892.00	EDI-318715	Physio	11111-000018	1 ea		
11	Lifepak 15 12 lead assembly V-lead Cable	Physio	EA	25	\$ 158.30	\$ 3,957.39	\$ 164.23	\$ 4,105.81	EDI-3188-5	Physio	0	1 ea		
12	Lifepak 15 Adult Quick Combo Pads	Physio	EA	300	\$ 29.80	\$ 8,938.64	\$ 30.69	\$ 9,206.80	EDI-3168-5	Physio	11996-000091	1ea > 10/bx		
13	Lifepak 15 Pediatric Quick Combo Pads	Physio	EA	50	\$ 40.25	\$ 2,012.50	\$ 41.46	\$ 2,072.88	EDI-3172-5	Physio	11996-000093	1 ea > 5pr/cs		
14	Lifepak 15 Therapy / Quick combo Cable	Physio	EA	15	\$ 355.20	\$ 5,328.00	\$ 365.86	\$ 5,487.84	EDI-318601	Physio	11113-000004	1 ea		
15	Lifepak-15 EKG Paper (Roll)	Alternative or Equivalent	EA	400	\$ 1.51	\$ 604.00	\$ 1.56	\$ 622.12	EDI-3127	Printmedia	6693246	1 ea > 60/cs		
16	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Adult	Masimo	EA	100	\$ 176.47	\$ 17,647.00	\$ 181.76	\$ 18,176.41	EDI-705030	Masimo	2501	1 ea		
17	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Pedi	Masimo	EA	100	\$ 170.45	\$ 17,045.45	\$ 176.82	\$ 17,682.06	EDI-705031	Masimo	2502	1 ea		
18	Single-Use Adhesive Neonatal Finger Sensor	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-704303-S	Masimo	2329	1 ea > 20/cs		
19	Single-Use Adhesive Adult Finger Sensor	Masimo	CASE 20	1000	\$ 238.64	\$ 238,636.36	\$ 247.41	\$ 247,408.82	EDI-7043-S	Masimo	859,11171-00001	1 ea > 20/cs		
20	Single-Use Adhesive Infant Finger Sensor (Set M-LNCS Co	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-705024-S	Masimo	2512	1 ea > 20/cs		
21	Single-Use Adhesive Pediatric Finger Sensor (Set M-LNCS Connection)	Masimo	CASE 20	1000	\$ 261.36	\$ 261,363.64	\$ 270.94	\$ 270,938.24	EDI-705023-S	Masimo	2511	1 ea > 20/cs		
22	SET Rainbow Sensor (Set M-LNCS Connection)	Masimo		10	\$ 596.59	\$ 5,965.91	\$ 618.00	\$ 6,179.97	EDI-705006	Masimo	2696	1 ea		
23	Pediatric Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	100	\$ 745.00	\$ 74,500.00	\$ 768.35	\$ 76,835.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs		
24	Pediatric Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 25	300	\$ 186.25	\$ 55,875.00	\$ 192.35	\$ 57,705.00	edi-712701	Westmed	916	1 ea > 25bx > 100/cs		
25	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Adult	Physio	EA	30	\$ 13.64	\$ 409.09	\$ 14.47	\$ 434.03	EDI-732630	Ultrack	US2635MHP-05	1 ea > 5pr/cs		
26	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Child	Physio	EA	30	\$ 10.56	\$ 316.70	\$ 11.28	\$ 338.38	EDI-732632	Ultrack	US1320MHP-05	1 ea > 5pr/cs		
27	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Infant	Physio	EA	20	\$ 9.23	\$ 184.55	\$ 9.90	\$ 198.06	EDI-732633	Ultrack	US0814MHP-05	1 ea > 5pr/cs		
28	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Large Adult	Physio	EA	20	\$ 20.83	\$ 416.60	\$ 21.45	\$ 429.10	EDI-732634	Ultrack	US3242MHP-05	1 ea > 5pr/cs		
29	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - XL Adult (Thigh Cuff)	Physio	EA	20	\$ 25.51	\$ 510.23	\$ 26.76	\$ 535.24	EDI-732636	Ultrack	US4250MHP-05	1 ea > 5pr/cs		
30	NIBP Hose, Bayonet Design, Coiled 9ft	Physio		15	\$ 82.08	\$ 1,231.20	\$ 84.54	\$ 1,268.14	EDI-7336	Physio	21300-008148	1 ea		
31	NIBP Hose, Bayonet Design, Uncoiled	Physio		15	\$ 71.25	\$ 1,068.75	\$ 73.39	\$ 1,100.81	EDI-712501	Physio	21300-008147	1 ea		
32	SPO2 Extension Cable Masimo 4 foot cable for the Masimo Set Reusable Finger Sensor (Lifepak 15) (Set RC-Patnet Cable)	Masimo	N/A	100	\$ 85.23	\$ 8,522.73	\$ 88.59	\$ 8,858.53	EDI-705211	Masimo	2406	1 ea		
33	Thermoscan Probe Covers 200/box	Alternative or Equivalent	BOX 200	100	\$ 15.95	\$ 1,595.45	\$ 16.87	\$ 1,686.76	EDI-745401	Welch Allyn	6000-005 / 2680	200/bx		
34	Zoll AED Plus STAT-PADZ II (adult)	Zoll	PAIR	20	\$ 37.59	\$ 751.82	\$ 39.27	\$ 785.35	EDI-316210	zoll	8900-0802-01	10/pk		
Percentage Discount off Balance of Product Line for Lot 6											24%	#N/A	#N/A	x
Lot #7 Miscellaneous Emergency Equipment and Supplies											#N/A	#N/A	#N/A	x
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>			#N/A	#N/A	x	
1	High Five Blaze 10.5 PF Nitrile Glove (Small)	MicroFlex	BOX 10	100	\$ 259.74	\$ 25,974.00	\$ 267.53	\$ 26,753.22	EGL-520701-S	Microflex	N481	100/bx > 10bx/cs		
2	High Five Blaze 10.5 PF Nitrile Glove (Medium)	MicroFlex	BOX 10	500	\$ 259.74	\$ 129,870.00	\$ 267.53	\$ 133,766.10	EGL-520702-S	Microflex	N482	100/bx > 10bx/cs		
3	High Five Blaze 10.5 PF Nitrile Glove (Large)	MicroFlex	BOX 10	500	\$ 269.74	\$ 134,870.00	\$ 277.83	\$ 138,916.10	EGL-520703-S	Microflex	N483	100/bx > 10bx/cs		
4	High Five Blaze 10.5 PF Nitrile Glove (X-Large)	MicroFlex	BOX 10	500	\$ 259.74	\$ 129,870.00	\$ 267.53	\$ 133,766.10	EGL-520704-S	Microflex	N484	100/bx > 10bx/cs		
5	High Five Blaze 10.5 PF Nitrile Glove (XX-Large)	MicroFlex	BOX 10	200	\$ 259.74	\$ 51,948.00	\$ 267.53	\$ 53,506.44	EGL-520705-S	Microflex	N485	100/bx > 10bx/cs		
6	King Vision Standard Blade (KV031)	Ambu	EA	200	\$ 46.25	\$ 9,250.00	\$ 47.64	\$ 9,527.50	EAW-235822	Ambu	KVL03	1 ea		
7	King Vision Channeled Blade (KV003)	Ambu	EA	200	\$ 43.18	\$ 8,636.00	\$ 44.48	\$ 8,895.08	EAW-235823	Ambu	KVL03C	1 ea		



8	Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 6.89	\$ 1,033.50	\$ 7.10	\$ 1,064.51	EDI-730000	Medsource	MS-BP100	1 ea
9	Large Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 6.89	\$ 1,033.50	\$ 7.10	\$ 1,064.51	EDI-730004	Medsource	MS-BP200	1 ea
10	Child Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.70	\$ 1,155.00	\$ 7.93	\$ 1,189.65	EDI-730002	Medsource	MS-BP300	1 ea
11	Infant Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 6.89	\$ 1,033.50	\$ 7.10	\$ 1,064.51	EDI-730003	Medsource	MS-BP400	1 ea
12	Thigh Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 7.14	\$ 1,071.00	\$ 7.35	\$ 1,103.13	EDI-730006	Medsource	MS-BP500	1 ea
13	SOF Tactical Tourniquet, Wide, Black	Tactical Medical Solutions	EA	150	\$ 24.28	\$ 3,642.61	\$ 25.49	\$ 3,823.68	EFA-351531-BK	Tactical	SOFTT-W	1 ea
14	Celox Rapid Hemostatic Gauze, Z-Fold, 3" By 5foot	Celox	EA	40	\$ 33.76	\$ 1,350.40	\$ 34.77	\$ 1,390.91	EFA-105832	Celox	30-220	1 ea
15	Celox Rapid Ribbon Hemostatic Gauze, Z-Fold, 1" by 5foot	Celox	EA	40	\$ 25.23	\$ 1,009.20	\$ 25.99	\$ 1,039.48	EFA-105837	Celox	30-225	1 ea
16	Celox Rapid Hemostatic Gauze, Z-Fold, 10foot	Celox	EA	40	\$ 29.76	\$ 1,190.45	\$ 31.16	\$ 1,246.47	EFA-105831	Celox	30-210	Discontinued
17	Cobat Cravat	Alternative or Equivalent	EA	50	\$ 5.07	\$ 253.50	\$ 5.22	\$ 261.11	TAC-8646	H&Hassoc	HHSBD01	1 ea
18	Olaes Bandage, 4 inches	Alternative or Equivalent	EA	50	\$ 3.13	\$ 156.25	\$ 3.59	\$ 179.26	EFA-101102	Dynarex	3683	1ea > 100cs
19	Olaes Bandage, 6 inches	Alternative or Equivalent	EA	50	\$ 3.69	\$ 184.66	\$ 4.17	\$ 208.68	EFA-101202	Dynarex	3684	1 ea > 50/cs
20	Universal SAM Splint II, 36 inches Flat, Dark Green	Alternative or Equivalent	EA	50	\$ 2.84	\$ 142.05	\$ 3.29	\$ 164.56	ESP-633610-OR	Dynarex	230564	1ea > 100cs
									Does not come in green			x
21	Blast Bandage	Alternative or Equivalent	EA	100	\$ 7.08	\$ 708.00	\$ 7.29	\$ 729.24	EFA-101335	Tactical	BLAST	1 ea
22	Coflex 4" by 5 yards	Alternative or Equivalent	EA	200	\$ 20.45	\$ 4,090.91	\$ 21.53	\$ 4,305.29	efa-107804	Dukal	8045T	18/bx
23	Coflex 6" by 5 yards	Alternative or Equivalent	EA	200	\$ 21.69	\$ 4,338.00	\$ 22.34	\$ 4,468.14	efa-107806	Shield Line	MPR-65105	12/bx
24	Elastic Bandage Rolls 4" by 4 5 yards	Alternative or Equivalent	EA	100	\$ 3.75	\$ 375.00	\$ 4.23	\$ 423.24	efa-1072	Dukal	504LF	10/bx > 5bx/cs
25	IV Start Kit	Alternative or Equivalent	EA	200	\$ 0.95	\$ 190.91	\$ 1.34	\$ 267.65	edi-349999	QuadMed	EDI-349999	1 ea
26	Adult Traction Split	Alternative or Equivalent	EA	25	\$ 70.60	\$ 1,765.06	\$ 73.44	\$ 1,836.10	ESP-311001-OR	EPandR	EP-800	1 ea
27	Pedi Traction Split	Alternative or Equivalent	EA	25	\$ 152.46	\$ 3,811.50	\$ 157.03	\$ 3,925.85	ESP-3101	Faretec	1126512	1 ea

28	KED	Alternative or Equivalent	EA	25	\$ 54.25	\$ 1,356.25	\$ 55.33	\$ 1,383.25	EBB-4661-GR	Medsource	MS-ED2253	1 ea	
29	Pedi Immobilizer	Alternative or Equivalent	EA	25	\$ 178.00	\$ 4,450.00	\$ 178.35	\$ 4,458.75	EBB-175099	QuadMed	EBB-175099	1 ea	
30	Multi-Cuff BP System (Large Adult, Reg Adult, Child, Infant, Thigh)	Alternative or Equivalent	EA	25	\$ 56.82	\$ 1,420.45	\$ 59.17	\$ 1,479.34	edi-732501-bl	Medsource	MS-MED5N	1 ea	
31	Dual Bell Stethoscope, Sprague Rappaport Type	Alternative or Equivalent	EA	100	\$ 5.11	\$ 511.36	\$ 5.64	\$ 564.41	EDI-7370-BK	Zulco	100-3001BLK	1 ea	
32	Pelican 1550 Case, Orange with EMS Inserts Top and Bottom	Pelican	EA	40	\$ 313.85	\$ 12,554.00	\$ 323.27	\$ 12,930.62	1550ems	pelican	1550ems	1 ea	
33	Pelican 1550 Case, Yellow with EMS Insert Top Only	Pelican	EA	40	\$ 313.85	\$ 12,554.00	\$ 323.27	\$ 12,930.62	1550ems	pelican	1550ems	1 ea	
34	Pelican Lid Medication Insert for 1550	Pelican	EA	40	\$ 59.00	\$ 2,360.00	\$ 60.77	\$ 2,430.80	ECC-155411	Pelican	ECC-155411	1 ea	
35	Pelican 1550 EMS Inserts Bottom	Pelican	EA	40	\$ 99.99	\$ 3,999.60	\$ 102.99	\$ 4,119.59	ECC-155403	Pelican	1555	1 ea	
36	O2 Regulator, 0-25 LPM, Barb and 2 DISS Power Take-Offs - #CGA870	Meret	EA	100	\$ 27.20	\$ 2,720.00	\$ 28.02	\$ 2,801.60	EAW-280601	Cramer	AREG8725-B2D	1 ea	
37	LifePak 15 Standard Carrying Case	Physio	EA	20	\$ 304.12	\$ 6,082.40	\$ 313.24	\$ 6,264.87	EDI-707715	Physio	11577-000002	1 ea	
38	LifePak 15 Top Pouch	Physio	EA	10	\$ 51.50	\$ 515.00	\$ 53.05	\$ 530.45	EDI-707718	Physio	11220-000028	1 ea	
39	LifePak 15 Rear Pouch	Physio	EA	10	\$ 89.00	\$ 890.00	\$ 91.67	\$ 916.70	EDI-707716	Physio	11260-000039	1 ea	
40	LifePak 15 Shoulder Strap	Physio	EA	20	\$ 37.00	\$ 740.00	\$ 38.11	\$ 762.20	EDI-707717	Physio	11577-000001	1 ea	
41	M.U.L.E. Pro Multi Use Large Equipment Response System - RS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 304.81	\$ 1,524.05	\$ 313.95	\$ 1,569.77	ECC-2525-BK	Meret	M5107	1 ea	
42	XTRA Fill Pro Modules - TS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 71.00	\$ 355.00	\$ 73.13	\$ 365.65	ECC-2563-RD	Meret	M5101C-F	1 ea	
43	Recovery PRO O2 Response Bag - TS2 Ready Tactical Black	Meret	EA	5	\$ 171.31	\$ 856.55	\$ 176.43	\$ 882.25	ECC-2540-TB	Meret	M5108	1 ea	
44	XTRA Fill Pro Modules - TS2 Ready Tactical Black (Infectious Control Bag)	Meret	EA	5	\$ 52.22	\$ 261.08	\$ 54.41	\$ 272.04	ECC-2563-TB	Meret	M5101C-TB	1 ea	
45	10 Point Bridle Strap - Velcro black	Alternative or Equivalent	EA	1000	\$ 31.53	\$ 31,534.09	\$ 33.00	\$ 32,997.06	EST-382502	DMS	22000BK	1 ea	
46	Cric Kit	Alternative or Equivalent	EA	100	\$ 3.90	\$ 390.00	\$ 4.02	\$ 401.70	EAW-245399	QuadMed	EAW-245399	1 ea	
47	Decomp Kit	Alternative or Equivalent	EA	100	\$ 11.89	\$ 1,189.00	\$ 12.25	\$ 1,224.67	EAW-24550099	QuadMed	EAW-24550099	1 ea	
	VBM Quicktrach II Percutaneous Cricothyrotomy	VBM Quicktrach II	EA	100	\$ 147.69	\$ 14,769.00	\$ 152.12	\$ 15,212.07	EAW-245012	VBM	30-10-904-1	1 ea	
Percentage Discount off Balance of Product Line for Lot 7								22%					



### CONTRACT EXECUTIVE OVERVIEW

Vendor Name: QuadMed, Inc.

Bid/Contract Ref # RFP-18-10554-VJ

Agency Name: Osceola County, FL

Contract Type: Piggyback

Contract Value Under \$30K

Resolution # n/a

City Council Approval Date: n/a

Contract Term End Date February 28, 2022

Renewable Y/N Yes

If yes # and length of renewals: May be extended when in the best interest of the County.

City's Project Manager(s) Kay Spears

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Osceola County Agreement for Emergency Medical Supplies and equipment services as needed.

**Approvals:**

Responsible Dept. Director Gerald Forte  
DocuSigned by: 49655ED5DEF4478...

Date: Oct 12, 2021 | 7:22 AM EDT

City Finance Helena Alves  
DocuSigned by: 4F2A3892B67B492...

Date: Oct 11, 2021 | 11:18 AM EDT

City Attorney William E. Reischmann, Jr.  
DocuSigned by: 4C1B97CC19C46D...

Date: Oct 11, 2021 | 11:09 AM EDT

City Manager Denise Benan  
DocuSigned by: B8F859DE5A4147C...

Date: Oct 13, 2021 | 2:38 PM EDT

Vendor Name and Email Melinda Langorgen mindy@quadmed.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

QuadMed, Inc.  
Melinda Langorgen  
11210-1 Philips Industrial Blvd  
Jacksonville, FL 32256

RE: Engagement Letter Authorizing Piggyback

Contract for Emergency Medical Supplies and equipment services as needed.

Contract Name

Osceola County, FL RFP-18-10554-VJ

Contract Reference

Dear Mindy,

**In Process**

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

*Jesse K. Scott*

Jesse K. Scott  
Procurement Coordinator  
jkscott@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: Denise Bevan  
B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Oct 13, 2021 | 2:38 PM EDT

**QuadMed, Inc.**

By: Melinda Langorgen  
2F1467A344E4E8E...

Print Name: Melinda Langorgen

Title: Bid Contracts Mgr.

Date: Oct 11, 2021 | 10:30 AM EDT



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.
- B. Subcontractors
- (i) SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CTIY upon request.
- C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

**2. Public Records.**

- A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**

**SUPPLIER**

DocuSigned by:  
By: Denise Bevan  
B8F859DE5A4147C...  
Print: Denise Bevan  
Title: Interim City Manager  
Date: Oct 13, 2021 | 2:38 PM EDT

DocuSigned by:  
By: Melinda Langorgen  
(Authorized Corporate Officer)  
2F14671A84FE4FE...  
Print Name: Melinda Langorgen  
Title: Bid Contracts Mgr.  
Date: Oct 11, 2021 | 10:30 AM EDT

**In Process**



8

**OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

<b>AGENCY:</b>	FIRE RESCUE AND EMS	<b>MEETING DATE:</b>	2/18/2019
<b>DIVISION/OFFICE:</b>	PUBLIC SAFETY	<b>MEETING TYPE:</b>	BCC MEETING
<b>DIRECTOR/MANAGER:</b>	ROBERT SORENSON	<b>REQUEST TYPE:</b>	CONSENT

**AGENDA REQUEST**

Approval and authorization for the Chair/Vice Chair to sign service agreements with QuadMed Incorporated, Jacksonville, Florida; Bound Tree Medical, LLC, Dublin, Ohio; and Henry Schein Incorporated, Melville, New York, to provide emergency medical supplies and equipment, on an as needed basis; estimated expenditures shall not exceed \$340,000.00 annually, for a total not to exceed \$1,020,000.00, for the period beginning on March 01, 2019 through February 28, 2022 (RFP-18-10554-VJ).

**STRATEGIC PLAN GOAL**

#3: Create Great Neighborhoods for the Future

**STRATEGIC PLAN ACTION ITEM**

**FINANCIAL INFORMATION**

**TOTAL REQUESTED AMOUNT: \$**

\$1,020,000

A total of \$516,805 is appropriated in Fund 134-Countywide Fire Fund, in account 1342171522-5520000, Operating Supplies of which \$340,000 is specifically for this purpose.

Appropriations beyond Fiscal Year 2019 are subject to future Board approval.

**APPROVING DEPARTMENTS**

**BACKGROUND INFORMATION**

- This engagement provides for emergency medical services supplies and equipment on an as-needed basis.
- Orders placed under these Agreements will be assigned to the individual firms, based on lowest price meeting the County requirements.
- A solicitation was issued on September 23, 2018, with a due date of October 23, 2018.
- The project was advertised in the legal notices section of the Orlando Sentinel on September 23, 2018.
- This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which a total of 739 notifications were sent, resulting in a total of 36 plan holders downloading the solicitation documents.
- The legal advertising and the uploading into VendorLink resulted in a total of seven (7) responses received by the due date and time, with no responses received from Osceola County vendors.
- On December 13, 2018, the Evaluation Committee (EC) met and discussed the proposals.
- The EC unanimously agreed QuadMed Inc., Bound Tree Medical, LLC and Henry Schein, Inc., submitted the most responsive, responsible proposals that best meet the services required by the County for this project.
- The Project Manager for this agreement is Kevin J. Kennett.
- Staff recommends approval and award.

**AGREEMENT**

**THIS AGREEMENT** is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and QuadMed, Inc., PO Box 550773, Jacksonville, Florida 32255, hereinafter referred to as the "CONTRACTOR".

***WITNESSETH:***

**WHEREAS**, the COUNTY has competitively solicited for emergency medical services supplies and equipment, pursuant to RFP-18-10554-VJ; and

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**SECTION 1. TERM.**

The term of this Agreement shall begin on March 1, 2019 and continue through February 28, 2022, and may be extended when in the best interest of the County.

**SECTION 2. SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

**SECTION 3. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) annually, for a total not to exceed amount of One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE.**

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

**SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

**SECTION 9. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the

subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
  2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
  3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence;
  4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
  7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
  9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners**  
**c/o Director of Human Resources**  
**1 Courthouse Square, Suite 4200**  
**Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

**SECTION 10. COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 11. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior



agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 13. PUBLIC RECORDS.**

- A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office  
1 Courthouse Square, Suite 3100  
Kissimmee, Florida 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:**

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

**SECTION 14. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

**SECTION 15. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 16. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well

as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 17. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

**SECTION 18. SOVEREIGN IMMUNITY.**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 19. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

**SECTION 20. BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 21.**            **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

**SECTION 22.**            **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 23.**            **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**SECTION 24.**            **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

- COUNTY:                    Osceola County  
                                  Attention: Procurement Services  
                                  1 Courthouse Square; Suite 2300  
                                  Kissimmee, Florida 34741
- CONTRACTOR:            QuadMed Inc.  
                                  11210-1 Philips Industrial Blvd  
                                  Jacksonville, Florida 32256

**SECTION 25.**            **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 26. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 27. ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 28. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

**SECTION 29. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the

employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 31. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 32. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 33. AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

**SECTION 34. PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The



COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Kevin J. Kennet, EMS Lieutenant  
Osceola County Fire Rescue and EMS Department  
2586 Partin Settlement Road,  
Kissimmee, Florida 34744  
(407) 742-7000  
[kevin.kennet@osceola.org](mailto:kevin.kennet@osceola.org)

B. The CONTRACTOR Project Manager's contact information is as follows:

Stephen Clark  
QuadMed Inc.  
11210-1 Philips Industrial Blvd  
Jacksonville, Florida 32256  
(904) 465-0970  
[sclark@quadmed.com](mailto:sclark@quadmed.com)

**SECTION 35. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**SIGNATURE PAGE TO FOLLOW**

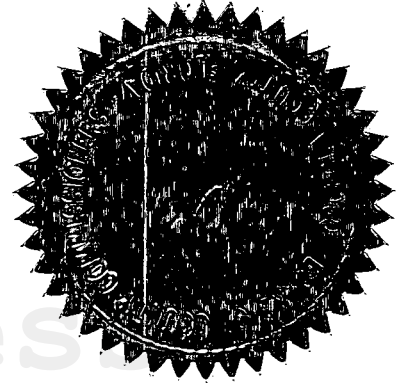
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the \_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: \_\_\_\_\_ Chair / Vice Chair

ATTEST: OSCEOLA COUNTY CLERK OF THE BOARD

By: Jimmy Ross Clerk/ Deputy Clerk of the Board



As authorized for execution at the Board of County Commissioners meeting of:

02.18.19

QUADMED INC.

By: [Signature]  
Print: LISA M. PRICE  
Title: PRESIDENT

STATE OF FLORIDA COUNTY OF Suval

The foregoing instrument was executed before me this 25 day of January, 2019, by Lisa M. Price as \_\_\_\_\_ of QuadMed Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

Deborah Anne Clemmer  
NOTARY PUBLIC, State of FLORIDA

(stamp)



Deborah Anne Clemmer  
My Commission # GG11875  
Expires October 6, 2020

**Exhibit "A"**  
**Scope of Services**

**A. Shipping, Packing, Marking and Delivery:** The Contractor shall be responsible for shipping charges. All prices shall be F.O.B. Destination. The County shall not pay any storage charges, Cash on Delivery (C.O.D.) shipments, or packing or drayage charges. All items shall be packed so as to ensure safe transport and delivery destination. Shipping containers shall be marked to identify the contents and purchase order number. The Contractor shall be responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without the assistance of County personnel. Given the operational structure of the County and importance of maintaining the products contained herein readily available. The Contractor must guarantee delivery within the stated time frame or less after receipt of order by electronic, email, fax or phone in order to be considered a responsive and responsible Proposer.

**B. Quotation Process:**

- a. If applicable, Quote requests will specify the following:
  - i. Specifications of required items and services.
  - ii. Brand or Equivalent (if equivalent is deemed acceptable).
  - iii. Required quantity.
  - iv. Deadline by which the quote is due.
  - v. Time period for fixed pricing.
- b. Orders will be assigned to the most responsive, responsible Proposers that best meets the County's specifications.
- c. Given the operational structure of the County and importance of maintaining the products contained herein readily available. The successful Proposers must guarantee delivery time frame of three (3) days or less after receipt of order by electronic, email, fax or phone in order to be considered a responsive and responsible Proposer.

**C. Brands:** The Contractor shall be required to state the manufacturer brands they are bidding. Other manufacturer's goods may be accepted provided they meet that minimum standard and equipment proposed will be compatible and perform in the same manner as required as if utilizing the equipment listed herein to comply with the minimum standards expected. The Contractor shall include all necessary documentation and product specification to determine whether the product meets the minimum standard required. The County reserves the right to request samples of the item for testing, prior to any award and make the sole determination of whether the substitute is deemed equal or better than the specified item. Where specified only Brand Name items will be accepted. Alternative or equivalent will be accepted for other items if so noted on the quote request.

**D. Exclusive Distributorship:** If the Contractor is a Sole or Exclusive Distributor or a manufacturer or product line within the state of Florida, a manufacturer's letter stating that the vendor has exclusive rights to the sale of those manufacturers items shall be included with the bid submittal or within 48 hours upon request.

- E. Warranty:** The Contractor shall provide a minimum of a one (1) year warranty against defective workmanship and materials for all products. Upon notification, the vendor shall replace defective products within ten (10) business days at no additional cost to the County.
- F. Percentage Discount off Catalog:** The discount off the catalog list price shall remain effective for the entire contract period.
- G. Minimum Order:** There shall be no minimum order or packaging restrictions on any orders placed by Osceola County under this solicitation. Osceola County reserves the right to order in each quantity without being assessed any additional charges.
- H. Discontinued Items:** If during the Agreement term period an item is discontinued by the manufacturer and the manufacturer offers a replacement, the Contractor shall contact the County's Fire Rescue and Emergency Medical Services Department representative prior to any shipment of replacement items for approval.
- I. Obsolescence:** The Contractor agree to accept the return of obsolete or unused supplies, which they supplied, provided said items are in a re-sale condition. Full credit shall be issued to the County at the original purchase price.
- J. Promotional Pricing:** The Contractor shall provide to Osceola County any and all discounts and special promotional pricing that is available throughout the length of this contract on bid items, even when those prices are lower than the original prices bid.
- K. O.E.M.:** All items provided under this solicitation shall meet or exceed original equipment manufacturers (O.E.M.) specifications and quality level.
- L. Cancellation:** The County reserves the right to cancel any item(s) on order and obtain such items from other sources, if such items have not been delivered as required in this specification or if items can be obtained at a lower price than offered by successful Proposers.
- M. MSDS:** Material Safety Data Sheets (MSDS) shall be supplied for all hazardous items as designated in Florida's Right To Know Law. Example: Cleaning Units.
- O. Billing:** invoices shall include address or location of service and or delivery to include only those commodity items as listed herein. The successful Proposers shall be prohibited from any form of minimum billing. Invoices containing services and or delivery for more than one address, charges other than those authorized and listed herein, missing information, shipping charges, delivery charges, gas surcharges or any type of surcharges, shall be returned to the successful Proposers unpaid. Under no circumstances the County shall be liable for services or purchases invoiced that are not authorized under the specifics contained herein.
- P. Price Adjustments:** All prices offered herein shall be firm against any increase for one (1) Year from the effective date of the Contract. The County will entertain a request for price adjustments at one year intervals thereafter, provided the Contractor notifies the County in writing of the pending price escalation a minimum of thirty (30) days prior to the date of the proposed price change.

**Exhibit "B"**  
**Price Schedule**

Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags	QM Item	mfg	mfg Item
1 Asherman Chest Seal	Alternative or Equivalent	BOX 10	36	\$ 88.70	\$ 3,193.20	\$ 89.05	\$ 3,205.80	EFA-1067	Asherman	849100
2 Bougie 700mm in length 10 fr	Alternative or Equivalent	BOX 10	100	\$ 27.30	\$ 2,730.00	\$ 28.55	\$ 2,855.00	EAW-235320-S	Dynarex	4582
3 Bougie 700mm in length 14 fr	Alternative or Equivalent	BOX 10	100	\$ 27.30	\$ 2,730.00	\$ 28.55	\$ 2,855.00	EAW-235325-S	Dynarex	4583
4 E.T Stylette\Adult\10fr - Slick	Teleflex	BOX 10	100	\$ 33.60	\$ 3,360.00	\$ 35.15	\$ 3,515.00	EAW-2347-S	Teleflex	1000R
5 E.T Stylette\Child\ 8fr - Slick	Teleflex	CASE 20	50	\$ 47.27	\$ 2,363.64	\$ 49.29	\$ 2,464.56	EAW-2348-S	Teleflex	750
6 E.T Stylette\Infant\6fr - Slick	Teleflex	CASE 20	50	\$ 54.77	\$ 2,738.64	\$ 57.06	\$ 2,852.79	EAW-2349-S	Teleflex	500
7 E.T.T 10.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	CASE 20	10	\$ 17.95	\$ 179.55	\$ 18.94	\$ 189.38	EAW-232001-S	Smiths	100/100/010
8 E.T.T 2.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.32	\$ 26.36	\$ 1.71	\$ 34.29	EAW-230925-S	Sunmed	1-7333-25
9 E.T.T 2.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	BOX 10	10	\$ 9.77	\$ 97.73	\$ 10.47	\$ 104.68	EAW-230001-S	Dynarex	4531
10 E.T.T 3.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.90	\$ 17.95	\$ 1.28	\$ 25.59	EAW-230930-S	Smiths	100/100/030
11 E.T.T 3.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230101-S	Dynarex	4532
12 E.T.T 3.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.90	\$ 17.95	\$ 1.28	\$ 25.59	EAW-230935-S	Smiths	100/100/035
13 E.T.T 3.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230201-S	Dynarex	4533
14 E.T.T 4.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-230940-S	Dynarex	4538
15 E.T.T 4.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230301-S	Dynarex	4534
16 E.T.T 4.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-230945-S	Dynarex	4539
17 E.T.T 4.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230401-S	Dynarex	4535
18 E.T.T 5.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231001-S	Dynarex	4540
19 E.T.T 5.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.70	\$ 14.09	\$ 1.08	\$ 21.59	EAW-230501-S	Dynarex	4536
20 E.T.T 5.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231101-S	Dynarex	4541
21 E.T.T 5.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.70	\$ 14.09	\$ 1.08	\$ 21.59	EAW-230601-S	Dynarex	4537
22 E.T.T 6.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231201-S	Dynarex	4542
23 E.T.T 6.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231301-S	Dynarex	4543
24 E.T.T 7.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231401-S	Dynarex	4544
25 E.T.T 7.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231501-S	Dynarex	4545
26 E.T.T 8.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231601-S	Dynarex	4546
27 E.T.T 8.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231701-S	Dynarex	4547
28 E.T.T 9.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231801-S	Dynarex	4548



29	King LT-D Kit, Size 2	Ambu	EA	30	\$ 38.64	\$ 1,159.09	\$ 40.35	\$ 1,210.50	EAW-23220299	Ambu	EAW-23220299
									LTD discontinued-used LTSD		
30	King LT-D Kit, Size 2.5	Ambu	EA	30	\$ 38.64	\$ 1,159.09	\$ 40.35	\$ 1,210.50	EAW-23225299	Ambu	EAW-23225299
									LTD discontinued-used LTSD		
31	King LT-D Kit, Size 3 Yellow	Ambu	EA	40	\$ 26.85	\$ 1,074.09	\$ 28.15	\$ 1,126.00	EAW-23230199	Ambu	EAW-23230199
									LTD discontinued-used LTSD		
32	King LT-D Kit, Size 4 Red	Ambu	EA	120	\$ 26.85	\$ 3,222.27	\$ 28.15	\$ 3,378.00	EAW-23240199	Ambu	EAW-23240199
									LTD discontinued-used LTSD		
33	King LT-D Kit, Size 5 Purple	Ambu	EA	50	\$ 26.85	\$ 1,342.50	\$ 28.15	\$ 1,407.50	EAW-23250199	Ambu	EAW-23250199
									LTD discontinued-used LTSD		
34	Endotracheal TubeHolder- Adult	Laerdal Thomas	CASE 100	200	\$ 271.59	\$ 54,318.18	\$ 281.53	\$ 56,305.29	EAW-2338	Laerdal	600-10000
35	Endotracheal TubeHolder- Pediatric	Laerdal Thomas	CASE 100	75	\$ 315.91	\$ 23,693.18	\$ 127.41	\$ 24,555.66	EAW-2338-p	Laerdal	600-20000
36	Mac 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250100	Medsource	MS-46211
37	Mac 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250200	Medsource	MS-46212
38	Mac 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250300	Medsource	MS-46213
39	Mac 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250400	Medsource	MS-46214
40	MAD (100 with syringe)	Teleflex	CASE 100	200	\$ 468.18	\$ 93,636.36	\$ 485.06	\$ 97,011.18	EAW-202010	Teleflex	MAD100
41	MAD 300	Teleflex	CASE 100	200	\$ 345.45	\$ 69,090.91	\$ 358.00	\$ 71,599.41	EAW-202020	Teleflex	MAD300
42	Magill Forceps (Adult)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2360	Zulco	MAGILL ADULT
43	Magill Forceps (Pediatric)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2361	Zulco	MAGILL 8"
44	Miller 0 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250500	Medsource	MS-46220
45	Miller 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250600	Medsource	MS-46221
46	Miller 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250700	Medsource	MS-46222
47	Miller 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250800	Medsource	MS-46223
48	Miller 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250900	Medsource	MS-46224
	Percentage Discount off Balance of Product Line for Lot 1 34%									#N/A	#N/A
	Lot #2 Basic Life Support Airway									#N/A	#N/A
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A
1	Bite Sticks (one piece, non-toxic, unbreakable)	Alternative or Equivalent	BAG 10	50	\$ 3.56	\$ 168.18	\$ 3.83	\$ 191.62	EAW-2790	ADC	4010T
2	Bulb Syringe (sterile 2 oz)	Alternative or Equivalent	CASE 50	30	\$ 31.25	\$ 937.50	\$ 32.70	\$ 981.00	EFA-5401	Amsino	AS005025
3	BVM Nebulizer Kit	Alternative or Equivalent	CASE 50	500	\$ 199.00	\$ 99,500.00	\$ 199.35	\$ 99,675.00	EAW-20400099	QuadMed	EAW-20400099
4	BVM Neonate BVM Mask	Alternative or Equivalent	CASE 12	20	\$ 94.56	\$ 1,891.20	\$ 94.91	\$ 1,898.20	EAW-271402	Dynarex	5801
5	BVM Adult (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	300	\$ 97.20	\$ 29,160.00	\$ 97.55	\$ 29,265.00	EAW-2715	Ambu	520211000
6	BVM Child (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	EA	100	\$ 12.82	\$ 1,281.82	\$ 13.62	\$ 1,362.06	EAW-271503	Ambu	530213000
7	BVM Infant (bag valve disposable with mask and with bag reservoir, medication port and PEEP valve)	Ambu Brand SPUR II	CASE 10	100	\$ 128.18	\$ 12,818.18	\$ 133.06	\$ 13,305.59	EAW-271505	Ambu	530212000



8	Meconium Aspirator	Alternative or Equivalent	BOX 40	40	\$ 130.00	\$ 5,200.00	\$ 131.95	\$ 5,278.00	EAW-2225	VBM	49-30-000
9	NCVAdult (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	3000	\$ 11.58	\$ 34,090.91	\$ 12.11	\$ 36,344.12	eaw-2000	various	144175
10	NCVPedi (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	eaw-2001	various	144165
11	Neb. Mask's\Adult (Nebulizer w/ adult aerosol mask and 7' 02 tubing)	Alternative or Equivalent	CASE 50	500	\$ 39.77	\$ 19,886.36	\$ 41.53	\$ 20,763.24	EAW-2022	Dynarex	5604
12	Neb. Mask's\Pedi (Nebulizer w/ pediatric aerosol mask and 7' 02 tubing)	Alternative or Equivalent	CASE 50	500	\$ 39.77	\$ 19,886.36	\$ 41.53	\$ 20,763.24	EAW-2022-P	Dynarex	5603
13	Nebulizers (Nebulizer w/ T, mouth piece and 6" flex tube)	Alternative or Equivalent	CASE 50	1000	\$ 36.36	\$ 36,363.64	\$ 38.00	\$ 37,997.06	EAW-2020	Dynarex	5601
14	NPA 12fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2412-S	Teleflex	123312
15	NPA 14fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2414-S	Teleflex	123314
16	NPA 16fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2416-S	Teleflex	123316
17	NPA 18fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2418-S	Teleflex	123318
18	NPA 20fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242001-S	Dynarex	4591
19	NPA 22fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242201-S	Dynarex	4592
20	NPA 24fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242401-S	Dynarex	4593
21	NPA 26fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242601-S	Dynarex	4594
22	NPA 28fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242801-S	Dynarex	4595
23	NPA 30fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243001-S	Dynarex	4596
24	NPA 32fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243201-S	Dynarex	4597
25	NPA 34fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243401-S	Dynarex	4598
26	NPA 36fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243601-S	Dynarex	4599
27	NRBM\Adult (Nonrebreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	6000	\$ 28.41	\$ 170,454.55	\$ 31.35	\$ 188,100.00	EAW-2011	Ventlab	2102
28	NRBM\Pedi (Nonrebreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	1000	\$ 34.00	\$ 34,000.00	\$ 34.47	\$ 34,467.65	EAW-2009	Ventlab	2202
29	O2 Supply Tubing (84 inch)	Alternative or Equivalent	CASE 50	50	\$ 15.34	\$ 767.05	\$ 16.23	\$ 811.62	EAW-2030	Dynarex	5101
30	OPA 100mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240501	Dynarex	4755
31	OPA 110mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 12	100	\$ 2.16	\$ 216.00	\$ 2.75	\$ 275.00	EAW-241001	Dynarex	4765
32	OPA 43mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	N/A	100	\$ 0.18	\$ 18.00	\$ 0.55	\$ 55.00	EAW-240001	Dynarex	4715
33	OPA 60mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240201	Dynarex	4725
34	OPA 80mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240301	Dynarex	4735
35	OPA 90mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240401	Dynarex	4745

36	S3 Oropharyngeal Evacuation Tool (S3)	Alternative or Equivalent	EA	100	\$ 4.38	\$ 437.50	\$ 4.88	\$ 487.94	EAW-221306	SSCOR	44305C
37	SFM/Infant (Medium concentration o2 mask infant)	Alternative or Equivalent	CASE 50	50	\$ 59.66	\$ 2,982.95	\$ 62.11	\$ 3,105.74	EAW-2008	various	0
38	SFM/Pedi (Medium concentration o2 mask pediatric)	Alternative or Equivalent	CASE 50	50	\$ 36.36	\$ 1,818.18	\$ 38.00	\$ 1,899.85	EAW-2006	Ventlab	2200
39	Suction Canister disposable 1200cc (green top)	Bemis -484410	CASE 48	400	\$ 121.92	\$ 48,768.00	\$ 122.27	\$ 48,908.00	EAW-2220	Bemis	484410
40	Suction Cath. 10fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2203	Dynarex	4810
41	Suction Cath. 12Fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2204	Dynarex	4812
42	Suction Cath. 14fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2205	Dynarex	4814
43	Suction Cath. 16fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2206	Dynarex	4816
44	Suction Cath. 18fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2207	Dynarex	4818
45	Suction Cath. 6fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2201	Dynarex	4806
46	Suction Cath. 8fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2202	Dynarex	4808
47	Suction Tubing (1/4" x 6')	Alternative or Equivalent	CASE 50	300	\$ 36.93	\$ 11,079.55	\$ 38.59	\$ 11,575.59	EAW-2210	Conmed	36280
48	Yankauer Suction tip (with control vent)	Alternative or Equivalent	CASE 50	400	\$ 19.32	\$ 7,727.27	\$ 20.35	\$ 8,140.00	EAW-220901-S	Conmed	34880
<b>Percentage Discount off Balance of Product Line for Lot 2 24%</b>										#N/A	#N/A
<b>Lot #3 Basic Life Support Supplies</b>										#N/A	#N/A
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>		#N/A	#N/A
1	Adult C-Collar (Stifneck Select)	Laerdal Medical	CASE 50	1000	\$ 275.57	\$ 275,568.18	\$ 285.64	\$ 285,644.12	ECO-3850	Laerdal	980010
2	Pedi C-Collar (Stifneck Select)	Laerdal Medical	CASE 20	400	\$ 321.02	\$ 128,409.09	\$ 332.70	\$ 133,081.18	ECO-3857	Laerdal	980020/74611
3	Alcohol Preps (medium size 200/box)	Alternative or Equivalent	BOX 200	400	\$ 1.36	\$ 545.45	\$ 1.76	\$ 704.71	EFA-4150	Dynarex	1113
4	Ammonia Inhalants (10/box)	Alternative or Equivalent	BOX 10	400	\$ 1.59	\$ 636.36	\$ 2.00	\$ 798.82	EFA-4010	various	0100043K
5	Band-Aids (Fabric) (3/4"x 3")	Alternative or Equivalent	BOX 100	400	\$ 1.76	\$ 704.55	\$ 2.17	\$ 869.41	EFA-1106	Shield Line	MPR-63101
6	Bed Pan - Graphine Standard Pontoon	Medline	CASE 24	200	\$ 24.55	\$ 4,909.09	\$ 25.76	\$ 5,152.35	EFA-4513	Medline	DYNC8522
7	Blanket Flame Resistant 60" x 80"	Alternative or Equivalent	CASE 25	400	\$ 142.05	\$ 56,818.18	\$ 147.41	\$ 58,963.53	EFA-117423	Kemp	10-604
8	Blanket Fleece 60"x90"	Alternative or Equivalent	CASE 10	200	\$ 40.90	\$ 8,180.00	\$ 41.25	\$ 8,250.00	EFA-117402	Taylorhealthcare	60-FCB5084
9	C/A-T, Combat Application Tourniquet (Black Color)	North American Rescue Products	EA	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-BK	American Rescu	30-0001
10	C/A-T, Combat Application Tourniquet (Orange Color)	North American Rescue Products	N/A	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-OR	American Rescu	30-0023
11	Cardboard Splint 12" without foam	Alternative or Equivalent	PK 36	400	\$ 12.60	\$ 5,040.00	\$ 14.03	\$ 5,612.00	ESP-1500	DMS	61012M
12	Cardboard Splint 24" without foam	Alternative or Equivalent	PK 36	400	\$ 24.84	\$ 9,936.00	\$ 26.99	\$ 10,796.00	ESP-1520	DMS	61024M
13	Cardboard Splint 36" without foam	Alternative or Equivalent	PK 36	400	\$ 61.92	\$ 24,768.00	\$ 64.43	\$ 25,772.00	ESP-1573	DMS	61036MCF
14	Cold Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	400	\$ 8.75	\$ 3,500.00	\$ 9.60	\$ 3,840.00	efa-4200	Shield Line	MPR-41274
15	CPR Prompt Face Shield and Lung Combo (Adult/Child)	Alternative or Equivalent	PK 100	100	\$ 79.55	\$ 7,954.55	\$ 82.70	\$ 8,270.29	new item	nasco	IF06206



16	CPR Prompt Face Shield and Lung Combo (Infant)	Alternative or Equivalent	PK 100	50	\$ 71.59	\$ 3,579.55	\$ 74.47	\$ 3,723.38	new item	nasco	IF06207
17	Disposable Blankets (yellow minimum size 89"x58.5")	All Care	CASE 20	500	\$ 82.95	\$ 41,477.27	\$ 86.23	\$ 43,116.18	EFA-117302	Taylorhealthcare	90-YEB6090
18	Disposable Pillow	Alternative or Equivalent	CASE 12	300	\$ 31.68	\$ 9,504.00	\$ 33.23	\$ 9,969.00	EIC-5102	Medline	NON24392
19	Finger Ring Cutter	Alternative or Equivalent	EA	24	\$ 3.98	\$ 95.45	\$ 4.47	\$ 107.22	EMI-7107	various	129100
20	Head Immobilizer STA-BLOK	Laerdal Medical	CASE 30	1400	\$ 125.11	\$ 175,159.09	\$ 129.89	\$ 181,831.18	EHI-975	Laerdal	58929 / 700-00001
21	Hot Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	50	\$ 12.95	\$ 647.50	\$ 13.55	\$ 677.50	efa-4205	Dynarex	4516
22	Irrigation Fluid/500ml Sterile Water	Alternative or Equivalent	CASE 18	350	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
23	Kling 2" (sterile 2" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.42	\$ 284.09	\$ 1.82	\$ 364.12	EFA-1004	Dukal	8513
24	Kling 4" (sterile 4" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.57	\$ 313.64	\$ 1.97	\$ 394.71	EFA-1006	various	3114/0200062
25	Kling 6" (sterile 6" x 4 yds 6 per box)	Alternative or Equivalent	BOX 12	200	\$ 22.23	\$ 4,445.45	\$ 23.36	\$ 4,672.35	EFA-1007	Dukal	8516
26	Lock Tags with numbers (bag of 100)	Alternative or Equivalent	PK 100	200	\$ 16.85	\$ 3,370.45	\$ 17.80	\$ 3,559.41	EMI-9220-GR	Healthmark	6323 GREEN
27	Loop Backboard Strap 5' Two Piece Black (1 pair)	Alternative or Equivalent	EA	50	\$ 1.65	\$ 82.50	\$ 2.04	\$ 102.00	est-1390-bk	QuadMed	EST-1390-BK
28	Loop Backboard Strap 5' Two Piece Orange (1 pair)	Alternative or Equivalent	EA	50	\$ 1.65	\$ 82.50	\$ 2.04	\$ 102.00	est-1390-or	QuadMed	EST-1390-OR
29	MegaMover Plus	Alternative or Equivalent	CASE 10	300	\$ 230.11	\$ 69,034.09	\$ 238.59	\$ 71,575.59	EBB-4965	Graham	53376
30	Multi-Trauma Dressing (sterile minimum 10" x 30")	Alternative or Equivalent	CASE 50	500	\$ 34.50	\$ 17,250.00	\$ 36.35	\$ 18,175.00	EFA-1175	Shield Line	MPR-61204
31	Nasco Intraosseous Infusion Simulator Bone Replacements	Alternative or Equivalent	EA	50	\$ 11.77	\$ 588.64	\$ 12.54	\$ 626.91	new item	nasco	ifo3831
32	Nasco Intraosseous Infusion Simulator Skin Replacements	Alternative or Equivalent	N/A	50	\$ 19.29	\$ 964.49	\$ 20.32	\$ 1,016.03	new item	nasco	ifo3832
33	Non Sterile 4x4 gauze (200 per bag)	Alternative or Equivalent	BAG 200	1000	\$ 1.74	\$ 1,738.64	\$ 2.15	\$ 2,150.00	EFA-1021	Dukal	8509
34	O.B Kit (soft package)	Alternative or Equivalent		50	\$ 4.35	\$ 217.61	\$ 4.86	\$ 242.79	EFA-54000099	QuadMed	EFA-54000099
35	Patient Restraints Wrist and Ankle (disposable)	Alternative or Equivalent		50	\$ 3.95	\$ 167.61	\$ 3.82	\$ 191.03	est-1114	DMS	501110M
36	Pen Lights (disposable) package of 6	Alternative or Equivalent	PK 6	100	\$ 3.52	\$ 352.27	\$ 4.00	\$ 399.71	emi-7120	Medsource	MS-PEL100
37	Stretcher Sheets - Fitted Sheet 36x90	Taylor G Force Sure Fit	CASE 30	15,000	\$ 52.80	\$ 792,000.00	\$ 54.35	\$ 815,250.00	EIC-1873	Taylorhealthcare	90-GFRC3690
38	Sterile 4x4 gauze (50 per box)	Alternative or Equivalent	BOX 50	100	\$ 1.09	\$ 109.09	\$ 1.48	\$ 147.94	EFA-1034	Shield Line	MPR-60543
39	Sterile 5x9 ABD Pad (20 per box)	Alternative or Equivalent	TR 25	50	\$ 2.27	\$ 113.64	\$ 2.70	\$ 135.15	EFA-1060	Shield Line	MPR-60775
40	Sterile Burn Sheet (sterile 60" x 96")	Alternative or Equivalent	CASE 12	50	\$ 17.16	\$ 858.00	\$ 18.11	\$ 905.50	efa-1171	Medsource	MS-BS0033
41	Tape 1" hypoallergenic clear (adhesive 12 rolls/box)	Alternative or Equivalent	BOX 12	200	\$ 3.67	\$ 733.86	\$ 4.15	\$ 829.76	EFA-115401	Shield Line	MPR-62202
42	Tape 2" hypoallergenic clear (adhesive 6 rolls/box)	Alternative or Equivalent	BOX 6	200	\$ 3.67	\$ 733.86	\$ 4.15	\$ 829.76	EFA-115402	Shield Line	MPR-62203
43	Tape 3" hypoallergenic clear (adhesive 4 rolls/box)	Alternative or Equivalent	BOX 40	200	\$ 36.69	\$ 7,338.64	\$ 38.34	\$ 7,667.65	EFA-115403	Shield Line	MPR-62204
44	Thermal Emergency Blanket Silver 84" x 52"	Alternative or Equivalent	CASE 120	100	\$ 51.82	\$ 5,181.82	\$ 54.00	\$ 5,399.71	efa-1170	Dukal	721

45	Trauma Shears 7.5" long	Alternative or Equivalent	BOX 12	500	\$ 7.50	\$ 3,750.00	\$ 8.11	\$ 4,037.35	EMI-7260-BK	Zulco	157-176BK
46	Triage Tags Start Triage (pack of 50) -Waterproof	Disaster Management Systems	BAG 50	200	\$ 57.25	\$ 11,450.00	\$ 59.62	\$ 11,924.12	EMI-928101	Disamgt	DMS-05420F
47	Triangular Bandage	Alternative or Equivalent	CASE 240	500	\$ 44.32	\$ 22,159.09	\$ 46.23	\$ 23,116.18	EFA-109010	Medsources	MS-11050
48	Urinal (plastic 1 quart)	Alternative or Equivalent	CASE 50	100	\$ 29.55	\$ 2,954.55	\$ 30.94	\$ 3,093.82	EFA-4514	various	88903
49	Vaseline Gauze 3:" x 9"	Alternative or Equivalent	BOX 50	100	\$ 21.31	\$ 2,130.68	\$ 22.41	\$ 2,240.88	EFA-1052	Dynarex	3039
50	Wash Basins (plastic 6 quart)	Alternative or Equivalent	CASE 50	400	\$ 31.82	\$ 12,727.27	\$ 33.29	\$ 13,316.47	EFA-4508	Medline	DYND80342
51	Window/Punch	Alternative or Equivalent	EA	30	\$ 3.75	\$ 112.50	\$ 4.23	\$ 126.97	EMI-7102	various	1076
Percentage Discount off Balance of Product Line for Lot 3									22%	#N/A	#N/A
Lot #4 Personal Protective Equipment									#N/A	#N/A	#N/A
	Item	Brand	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A
1	CPR Microshield	Alternative or Equivalent	CASE 50	50	\$ 265.34	\$ 13,267.05	\$ 275.06	\$ 13,752.79	EAW-2750	various	70-150/35472
2	Fluid Shield / Resistant Mask w/ Shield	Alternative or Equivalent	BOX 25	30	\$ 8.74	\$ 262.16	\$ 9.40	\$ 281.91	EIC-5150	Dynarex	2202
3	Hand Cleaner (antimicrobial) 4 ounce size	Alternative or Equivalent	CASE 24	500	\$ 17.73	\$ 8,863.64	\$ 18.70	\$ 9,351.47	EIC-630302	Dukal	H53787
4	N95 3M V-Flex Model # 9105	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105
5	N95 3M V-Flex Model # 9105S	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105s
6	Personal Antimicrobial Wipes	Alternative or Equivalent	CASE 12	100	\$ 63.95	\$ 6,395.45	\$ 66.56	\$ 6,656.18	EIC-410403	PDI	QB9072
7	Personal Protection Gown	Alternative or Equivalent	CASE 50	200	\$ 14.77	\$ 2,954.55	\$ 15.64	\$ 3,128.82	EIC-5101	Dynarex	2141
8	Red Biohazard Bag 1.2mil Red with Black Print (40"x46") 40-45gallon	Alternative or Equivalent	CASE 100	50	\$ 54.10	\$ 2,705.11	\$ 56.36	\$ 2,818.09	EIC-5454	Medline	NON123848
9	Red Biohazard Bag 1.2mil Red with Black Print (23"x23") 7-10gallon	Alternative or Equivalent	CASE 500	50	\$ 124.60	\$ 6,230.11	\$ 129.35	\$ 6,467.50	EIC-544802	Medline	NON152426
10	Safety Glasses (wrap around style/ANZI Z87.1 1989)	Alternative or Equivalent	CASE 12	100	\$ 52.50	\$ 5,250.00	\$ 54.70	\$ 5,470.29	emi-7715	various	53079 / 2400
11	Sanizide Bottle 32oz	Safe Tec of America	CASE 6	500	\$ 29.52	\$ 14,761.36	\$ 30.91	\$ 15,457.35	EIC-6371	Safetec	34810
12	Sanizide Gallon bottle	Safe Tec of America	CASE 4	100	\$ 12.50	\$ 1,250.00	\$ 13.29	\$ 1,329.12	EIC-6373	Safetec	34815
13	Tyvek Non-Sterile Sleeve (case of 100) 18 inch long	Alternative or Equivalent	CASE 60	20	\$ 23.86	\$ 477.27	\$ 25.06	\$ 501.12	EIC-5113	Dynarex	2137
14	Sharps Container - 1 Quart, Red (Oval)	Kendall - 8303SA	CASE 200	500	\$ 679.55	\$ 339,772.73	\$ 703.88	\$ 351,939.71	EIC-351701	Cardinal	8303SA
15	Sharps Container - 2 Gallon Red with Rotol Lid 10" H x 7.25" D x 10.5" W	Kendall - 8970	CASE 200	300	\$ 631.82	\$ 189,545.45	\$ 654.47	\$ 196,340.29	EIC-3548	Cardinal	8970
16	Sharps Container - 5m Rescue Square (1 quart sage 6.19" x 3.87" x 3.87")	Cardinal Health	CASE 100	300	\$ 170.45	\$ 51,136.36	\$ 176.82	\$ 53,046.18	EIC-3517	Cardinal	8900SA
17	Sharps Container - 6.9qt One Piece Red/Clear Collector Sharps 6.9qt One Piece 1-1/2x9.4x5.3" Hinge Cap Handles With Petals For Multi-Use Red/Clear - #305489	Becton-Dickinson	CASE 12	100	\$ 92.32	\$ 9,231.82	\$ 95.93	\$ 9,592.65	EIC-352304	BD	305489
18	Sharps Container - 5qt Polypropylene Mailbox Style Lid Horizontal Drop For Patient Room Autoclavable Disposable Transparent Red - #8507SA	Medtronic	CASE 20	100	\$ 83.64	\$ 8,363.64	\$ 86.94	\$ 8,693.82	EIC-3538	Cardinal	8507SA
Percentage Discount off Balance of Product Line for Lot 4									15%	#N/A	#N/A
Lot #5 Intravenous V Supplies									#N/A	#N/A	#N/A
	Item	Brand	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A
1	10cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	10	\$ 6.82	\$ 68.18	\$ 7.41	\$ 74.09	EDI-340005	Dynarex	6990
2	1cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 2100	20	\$ 11.75	\$ 235.00	\$ 12.51	\$ 250.29	EDI-340000	various	26050



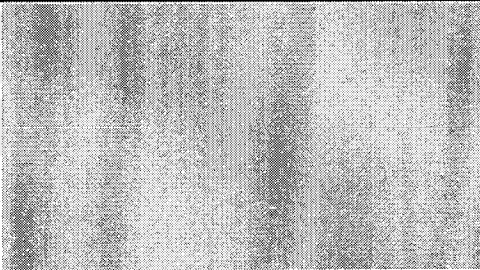
3	30cc Syringes (needleless) luer lock of 50	Alternative or Equivalent	BOX 40	10	\$ 8.64	\$ 86.36	\$ 9.29	\$ 92.91	EDI-340011	Dynarex	6992
4	3cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	5	\$ 5.11	\$ 25.57	\$ 5.64	\$ 28.22	EDI-340121	Dynarex	6988
5	Extension Set 6" - MS-83091	MedSource	CASE 50	5000	\$ 50.00	\$ 250,000.00	\$ 49.35	\$ 246,750.00	EDI-324203	Medsource	MS-83091
6	Butterfly Needle 19 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-300901	various	26702
7	Butterfly Needle 21 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301101	various	26704
8	Butterfly Needle 23 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301301	various	26706
9	Butterfly Needle 25 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301501	various	26708
10	EZ-IO Needle Sets 15 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
11	EZ-IO Needle Sets 25 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
12	EZ-IO Needle Sets 45 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
13	Flush syringe 10ml pre-filled saline	Alternative or Equivalent	BOX 100	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
14	Glucose Strips- Countour related Item	Bayer	BOX 50	400	\$ 13.64	\$ 5,454.55	\$ 14.47	\$ 5,787.06	EFA-400310	Bayer	Contour Strips
15	Glucometer - Countour related Item	Bayer	EA	50	\$ 9.09	\$ 454.55	\$ 9.76	\$ 486.09	EFA-400300	Bayer	Contour Meter
16	I.O. Needle 15ga (Jamshidi Introsseous)	Alternative or Equivalent	EA	20	\$ 7.73	\$ 154.55	\$ 8.35	\$ 167.00	EDI-3420-S	Medical Innovation	DIN 1515 X
17	Introcan Safety IV Catheter 14 ga x 2"	North American Rescue Products	EA	20	\$ 83.81	\$ 1,676.14	\$ 87.11	\$ 1,742.29	EDI-2999-I	Braun	4252594
18	Lancets (safety self-retracting)	Alternative or Equivalent	BOX 200	50	\$ 12.73	\$ 636.36	\$ 13.53	\$ 676.32	EDI-3283-OR	Statmed	SAN-100
19	Normal Saline 1000ml IV Bags (case of 12)	Alternative or Equivalent	CASE 12	800	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
20	Normal saline 250ml IV Bags	Alternative or Equivalent	CASE 24	20	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
21	Normal Saline 500ml IV Bags	Alternative or Equivalent	CASE 24	10	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A
22	Prep Razors (not disposable BIC style)	Alternative or Equivalent	CASE 250	200	\$ 84.09	\$ 16,818.18	\$ 87.41	\$ 17,481.76	EMI-921305	Dynarex	4251
23	Pressure Infuser (disposable bag)	Alternative or Equivalent	CASE 10	100	\$ 97.05	\$ 9,704.55	\$ 100.82	\$ 10,082.06	EDI-325800	Salter Labs	FC-ZIT-1002
24	Clear Safe Safety I.V. Catheters 14 x 1.25"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3000-P	Smiths	3048
25	Clear Safe Safety I.V. Catheters 16 x 1.25"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3001-P	Smiths	3042
26	Clear Safe Safety I.V. Catheters 18 x 1.25"	Curaplex	BOX 50	75	\$ 64.22	\$ 4,816.50	\$ 64.57	\$ 4,842.75	EDI-3002-P	Smiths	3055
27	Clear Safe Safety I.V. Catheters 20 x 1"	Curaplex	BOX 50	100	\$ 64.22	\$ 6,422.00	\$ 64.57	\$ 6,457.00	EDI-3003-P	Smiths	3056
28	Clear Safe Safety I.V. Catheters 22 x 1"	Curaplex	BOX 50	75	\$ 64.22	\$ 4,816.50	\$ 64.57	\$ 4,842.75	EDI-3004-P	Smiths	3050
29	Clear Safe Safety I.V. Catheters 24 x 0.75"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3005-P	Smiths	3053
30	Safesite anti-stick cannula for rubber stopper vials	Alternative or Equivalent	N/A	300	\$ 28.30	\$ 8,488.64	\$ 29.64	\$ 8,893.24	EDI-3270	BD	303367
31	Safesite Blunt Syringe-tip cannula	Alternative or Equivalent	N/A	300	\$ 19.32	\$ 5,795.43	\$ 20.35	\$ 6,105.00	EDI-326301	BD	303345
32	Safesite Injection Site valve	Alternative or Equivalent	N/A	300	\$ 70.45	\$ 21,136.36	\$ 73.29	\$ 21,987.35	EDI-323805	Statforce	EDI-323805
33	Safety Hypo Needles 18g box of 50	Alternative or Equivalent	BOX 100	30	\$ 2.84	\$ 85.23	\$ 3.29	\$ 98.74	EDI-339121	Dynarex	6961

34	Safety Hypo Needles 23g box of 50	Alternative or Equivalent	BOX 100	10	\$ 2.84	\$ 28.41	\$ 3.29	\$ 32.91	EDI-339130	Dynarex	6970
35	Safety Hypo Needles 25g box of 50	Alternative or Equivalent	BOX 100	10	\$ 5.65	\$ 56.48	\$ 6.20	\$ 61.97	EDI-339132	Cardinal	1188825100
36	IV Admin Set, Amsafe-3, 10-15-60 Drop, 2 AMSafe Needlefree sites, 2 Split Septum, w/6inch Ext	Amiso	CASE 48	6000	\$ 195.95	\$ 1,175,700.00	\$ 196.30	\$ 1,177,817.65	EDI-3211	Amisino	D38301
37	Tourniquets Latex free (not penrose drain style) pack of 10	Alternative or Equivalent	PK 250	300	\$ 18.33	\$ 5,498.86	\$ 19.33	\$ 5,797.94	EFA-350140	Elastomer	P209
38	Veniguards (adult) box	Alternative or Equivalent	BOX 100	500	\$ 15.91	\$ 7,954.55	\$ 16.82	\$ 8,410.29	EFA-350503	Medsource	MS-11101
39	Veniguards (pediatric) box	Alternative or Equivalent	BOX 100	100	\$ 45.45	\$ 4,545.45	\$ 47.41	\$ 4,740.88	EFA-3506	Conmed	730-4432
Percentage Discount off Balance of Product Line for Lot 5									44%	#N/A	#N/A
Lot #6 Electrocardiogram Equipment											
	Item	Brand	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A
1	Adult EKG Dots White Sensor Electrodes (10 pack)	Ambu	PK 10	3000	\$ 0.97	\$ 2,910.00	\$ 1.32	\$ 3,960.00	EDI-314410	Ambu	WS-00-S/10
2	Adult EKG Dots White Sensor Electrodes (4 pack)	Ambu	PK 4	1000	\$ 0.48	\$ 477.27	\$ 0.84	\$ 844.12	EDI-314404	Ambu	WS-00-S/4
3	Pedi EKG Dots (10 pack)	Ambu	PK 10	1000	\$ 2.70	\$ 2,698.86	\$ 3.14	\$ 3,144.12	EDI-313910	Ambu	SP-00-S-10
4	Pedi EKG Dots (4 pack)	Ambu	PK 4	50	\$ 1.25	\$ 62.50	\$ 1.64	\$ 82.21	EDI-313904	Ambu	SP-00-S/4
5	Adult Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	300	\$ 569.32	\$ 170,795.45	\$ 589.76	\$ 176,928.53	EDI-712602	SALTER	4MSF1-7-6-25
6	Adult Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	5000	\$ 703.41	\$ 3,517,045.45	\$ 728.59	\$ 3,642,926.47	edi-712001	Westmed	939
7	CPAP/Capnography Kit, O2MAX Neb Bitrac ED Mask, Adult MED, 3-SET, Ohmeda Connect, CO2 Sampling Line	Pulmonary	CASE 10	1000	\$ 515.34	\$ 515,340.91	\$ 533.88	\$ 533,879.41	EAW-207348	Pulmonary	8101551
8	Large CPAP Mask	Pulmonary	CASE 50	500	\$ 1,215.91	\$ 607,954.55	\$ 1,259.17	\$ 629,586.76	EAW-207332	Pulmonary	313-7030
9	Lifepak 15 12 lead assembly Limb Cable	Physio	N/A	50	\$ 119.97	\$ 5,998.30	\$ 124.55	\$ 6,227.50	EDI-318910	Physio	11111-000022
10	Lifepak 15 12 lead assembly Trunk cable	Physio	EA	50	\$ 297.95	\$ 14,897.73	\$ 308.82	\$ 15,441.03	EDI-318715	Physio	11111-000018
11	Lifepak 15 12 lead assembly V-lead Cable	Physio	EA	25	\$ 158.30	\$ 3,957.39	\$ 164.23	\$ 4,105.81	EDI-3188-S	Physio	0
12	Lifepak 15 Adult Quick Combo Pads	Physio	EA	300	\$ 29.80	\$ 8,938.64	\$ 31.20	\$ 9,359.12	EDI-3168-S	Physio	11996-000091
13	Lifepak 15 Pediatric Quick Combo Pads	Physio	EA	50	\$ 36.07	\$ 1,803.41	\$ 37.69	\$ 1,884.56	EDI-3172-S	Physio	11996-000093
14	Lifepak 15 Therapy / Quick combo Cable	Physio	EA	15	\$ 308.64	\$ 4,629.55	\$ 319.88	\$ 4,798.19	EDI-318601	Physio	11113-000004
15	Lifepak-15 EKG Paper (Roll)	Alternative or Equivalent	EA	400	\$ 1.51	\$ 603.64	\$ 1.91	\$ 764.94	EDI-3127	Printmedia	6693246
16	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Adult	Masimo	EA	100	\$ 159.09	\$ 15,909.09	\$ 165.06	\$ 16,505.59	EDI-705030	Masimo	2501
17	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection), Pedi.	Masimo	EA	100	\$ 170.45	\$ 17,045.45	\$ 176.82	\$ 17,682.06	EDI-705031	Masimo	2502
18	Single-Use Adhesive Neonatal Finger Sensor	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-704303-S	Masimo	2329
19	Single-Use Adhesive Adult Finger Sensor	Masimo	CASE 20	1000	\$ 238.64	\$ 238,636.36	\$ 247.41	\$ 247,408.82	EDI-7043-S	Masimo	859,11171-000019
20	Single-Use Adhesive Infant Finger Sensor (Set M-LNCS Connection)	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-705024-S	Masimo	2512
21	Single-Use Adhesive Pediatric Finger Sensor (Set M-LNCS Connection)	Masimo	CASE 20	1000	\$ 261.36	\$ 261,363.64	\$ 270.94	\$ 270,938.24	EDI-705023-S	Masimo	2511
22	SET Rainbow Sensor (Set M-LNCS Connection)	Masimo	EA	10	\$ 596.59	\$ 5,965.91	\$ 618.00	\$ 6,179.97	EDI-705006	Masimo	2696
23	Pediatric Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	100	\$ 745.00	\$ 74,500.00	\$ 768.35	\$ 76,835.00	edi-712001	Westmed	939
24	Pediatric Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 25	300	\$ 186.25	\$ 55,875.00	\$ 192.35	\$ 57,705.00	edi-712701	Westmed	916
25	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Adult	Physio	EA	30	\$ 13.64	\$ 409.09	\$ 14.47	\$ 434.03	EDI-732630	Ultracheck	US2635MHP-05
26	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Child	Physio	EA	30	\$ 10.56	\$ 316.70	\$ 11.28	\$ 338.38	EDI-732632	Ultracheck	US1320MHP-05
27	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Infant	Physio	EA	20	\$ 9.23	\$ 184.55	\$ 9.90	\$ 198.06	EDI-732633	Ultracheck	US0814MHP-05
28	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - Large Adult	Physio	EA	20	\$ 17.85	\$ 357.05	\$ 18.83	\$ 376.65	EDI-732634	Ultracheck	US3242MHP-05
29	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/ Bayonet Design - XL Adult (Thigh Cuff)	Physio	EA	20	\$ 25.51	\$ 510.23	\$ 26.76	\$ 535.24	EDI-732636	Ultracheck	US4250MHP-05



30	NIBP Hose, Bayonet Design, Coiled 9ft	Physio		15	\$ 49.32	\$ 739.77	\$ 51.41	\$ 771.13	EDI-7336	Physio	21300-008148
31	NIBP Hose, Bayonet Design, Uncoiled	Physio		15	\$ 50.18	\$ 752.73	\$ 52.30	\$ 784.54	EDI-712501	Physio	21300-008147
32	SPO2 Extension Cable Masimo 4 foot cable for the Masimo Set Reusable Finger Sensor (LifePak 15) (Set RC-Patient Cable)	Masimo	N/A	100	\$ 85.23	\$ 8,522.73	\$ 88.59	\$ 8,858.53	EDI-705211	Masimo	2406
33	Thermoscan-Probe Covers 200/box	Alternative or Equivalent	BOX 200	100	\$ 15.95	\$ 1,595.45	\$ 16.87	\$ 1,686.76	EDI-745401	Welch Allyn	D6000-005 / 26801
34	Zoll AED Plus STAT-PADZ II (adult)	Zoll	PAIR	20	\$ 37.59	\$ 751.82	\$ 39.27	\$ 785.35	EDI-316210	Zoll	8900-0802-01
Percentage Discount off Balance of Product Line for Lot 6									24%	#N/A	#N/A
Lot #7 Miscellaneous Emergency Equipment and Supplies											
	Item	Brand	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A
1	High Five Blaze 10.5 PF Nitrile Glove (Small)	MicroFlex	BOX 10	100	\$ 7.95	\$ 795.00	\$ 8.30	\$ 830.00	EGL-520701-S	Microflex	N481
2	High Five Blaze 10.5 PF Nitrile Glove (Medium)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520702-S	Microflex	N482
3	High Five Blaze 10.5 PF Nitrile Glove (Large)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520703-S	Microflex	N483
4	High Five Blaze 10.5 PF Nitrile Glove (X-Large)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520704-S	Microflex	N484
5	High Five Blaze 10.5 PF Nitrile Glove (XX-Large)	MicroFlex	BOX 10	200	\$ 7.95	\$ 1,590.00	\$ 8.30	\$ 1,660.00	EGL-520705-S	Microflex	N485
6	King Vision Standard Blade (KV031)	Ambu	EA	200	\$ 40.85	\$ 8,170.45	\$ 42.64	\$ 8,528.82	EAW-235822	Ambu	KVL03
7	King Vision Channeled Blade (KV003)	Ambu	EA	200	\$ 40.85	\$ 8,170.45	\$ 42.64	\$ 8,528.82	EAW-235823	Ambu	KVL03C
8	Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730000	Medsource	MS-BP100
9	Large Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730004	Medsource	MS-BP200
10	Child Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730002	Medsource	MS-BP300
11	Infant Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730003	Medsource	MS-BP400
12	Thigh Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730006	Medsource	MS-BP500
13	SOF Tactical Tourniquet, Wide, Black	Tactical Medical Solutions	EA	150	\$ 24.28	\$ 3,642.61	\$ 25.49	\$ 3,823.68	EFA-351531-BK	Tactical	SOFTT-W
14	Celox Rapid Hemostatic Gauze, Z-Fold, 3" By 5foot	Celox	EA	40	\$ 29.38	\$ 1,175.00	\$ 30.76	\$ 1,230.47	EFA-105832	Celox	30-220
15	Celox Rapid Ribbon Hemostatic Gauze, Z-Fold, 1" by 5foot	Celox	EA	40	\$ 23.83	\$ 953.18	\$ 25.02	\$ 1,000.82	EFA-105837	Celox	30-225
16	Celox Rapid Hemostatic Gauze, Z-Fold, 10foot	Celox	EA	40	\$ 29.76	\$ 1,190.45	\$ 31.16	\$ 1,246.47	EFA-105831	Celox	30-210
17	Cobat Cravat	Alternative or Equivalent	EA	50	\$ 2.01	\$ 100.57	\$ 2.43	\$ 121.62	TAC-8646	H&Hassoc	HH5BD01
18	Olaes Bandage, 4 inches	Alternative or Equivalent	EA	50	\$ 3.13	\$ 156.25	\$ 3.59	\$ 179.26	EFA-101102	Dynarex	3683
19	Olaes Bandage, 6 inches	Alternative or Equivalent	EA	50	\$ 3.69	\$ 184.66	\$ 4.17	\$ 208.68	EFA-101202	Dynarex	3684
20	Universal SAM Splint II, .36 inches Flat, Dark Green	Alternative or Equivalent	EA	50	\$ 2.84	\$ 142.05	\$ 3.29	\$ 164.56	ESP-633610-OR	Dynarex	230564
Does not come in green											
21	Blast Bandage	Alternative or Equivalent	EA	100	\$ 6.53	\$ 653.41	\$ 7.11	\$ 711.47	EFA-101335	Tactical	BLAST
22	Coflex 4" by 5 yards	Alternative or Equivalent	EA	200	\$ 20.45	\$ 4,090.91	\$ 21.53	\$ 4,305.29	efa-107804	Dukal	8045T
23	Coflex 6" by 5 yards	Alternative or Equivalent	EA	200	\$ 19.20	\$ 3,840.91	\$ 20.23	\$ 4,046.47	efa-107806	Shield Line	MPR-65105
24	Elastic Bandage Rolls 4" by 4.5 yards	Alternative or Equivalent	EA	100	\$ 3.75	\$ 375.00	\$ 4.23	\$ 423.24	efa-1072	Dukal	504LF
25	IV Start Kit	Alternative or Equivalent	EA	200	\$ 0.95	\$ 190.91	\$ 1.34	\$ 267.65	edi-349999	QuadMed	EDI-349999
26	Adult Traction Split	Alternative or Equivalent	EA	25	\$ 70.60	\$ 1,765.06	\$ 73.44	\$ 1,836.10	ESP-311001-OR	EPandR	EP-800
27	Pedi Traction Split	Alternative or Equivalent	EA	25	\$ 139.77	\$ 3,494.32	\$ 145.06	\$ 3,626.40	ESP-3101	Faretec	1126512

28	KED	Alternative or Equivalent	EA	25	\$ 54.25	\$ 1,356.25	\$ 53.33	\$ 1,383.25	EBB-4661-GR	Medsource	MS-ED2253
29	Pedi Immobilizer	Alternative or Equivalent	EA	25	\$ 178.00	\$ 4,450.00	\$ 178.35	\$ 4,458.75	EBB-175099	QuadMed	EBB-175099
30	Multi-Cuff BP System (Large Adult, Reg Adult, Child, Infant, Thigh)	Alternative or Equivalent	EA	25	\$ 56.82	\$ 1,420.45	\$ 59.17	\$ 1,479.34	edi-732501-bl	Medsource	MS-MED5N
31	Dual Bell Stethoscope, Sprague Rappaport Type	Alternative or Equivalent	EA	100	\$ 5.11	\$ 511.36	\$ 5.64	\$ 564.41	EDI-7370-BK	Zulco	100-3001BLK
32	Pelican 1550 Case, Orange with EMS Inserts Top and Bottom	Pelican	EA	40	\$ 234.61	\$ 9,384.55	\$ 243.24	\$ 9,729.76	1550ems	pelican	1550ems
33	Pelican 1550 Case, Yellow with EMS Insert Top Only	Pelican	EA	40	\$ 234.61	\$ 9,384.55	\$ 243.24	\$ 9,729.76	1550ems	pelican	1550ems
34	Pelican Lid Medication Insert for 1550	Pelican	EA	40	\$ 59.00	\$ 2,360.00	\$ 59.35	\$ 2,374.00	ECC-155411	Pelican	ECC-155411
35	Pelican 1550 EMS Inserts Bottom	Pelican	EA	40	\$ 96.31	\$ 3,852.27	\$ 100.06	\$ 4,002.24	ECC-155403	Pelican	1555
36	O2 Regulator, 0-25 LPM; Barb and 2 DISS Power Take-Offs - #CGA870	Meret	EA	100	\$ 27.20	\$ 2,720.00	\$ 27.55	\$ 2,755.00	EAW-280601	Cramer	AREG8725-B2D
37	LifePak 15 Standard Carrying Case	Physio	EA	20	\$ 256.40	\$ 5,127.95	\$ 265.80	\$ 5,315.94	EDI-707715	Physio	11577-000002
38	LifePak 15 Top Pouch	Physio	EA	10	\$ 49.93	\$ 499.30	\$ 52.28	\$ 522.80	EDI-707718	Physio	11220-000028
39	LifePak 15 Rear Pouch	Physio	EA	10	\$ 69.48	\$ 694.80	\$ 72.83	\$ 728.30	EDI-707716	Physio	11260-000039
40	LifePak 15 Shoulder Strap	Physio	EA	20	\$ 32.50	\$ 650.00	\$ 33.50	\$ 670.00	EDI-707717	Physio	11577-000001
41	M.U.L.E., Pro Multi Use Large Equipment Response System - RS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 261.31	\$ 1,306.53	\$ 270.88	\$ 1,354.40	ECC-2525-BK	Meret	M5107
42	XTRA Fill Pro Modules - TS2 Ready (Infectious Control Bag)	Meret	EA	5	\$ 52.22	\$ 261.08	\$ 54.41	\$ 272.04	ECC-2563-RD	Meret	M5101C-F
43	Recovery PRO O2 Response Bag - TS2 Ready Tactical Black	Meret	EA	5	\$ 147.67	\$ 738.35	\$ 153.23	\$ 766.16	ECC-2540-TB	Meret	M5108
44	XTRA Fill Pro Modules - TS2 Ready Tactical Black (Infectious Control Bag)	Meret	EA	5	\$ 52.22	\$ 261.08	\$ 54.41	\$ 272.04	ECC-2563-TB	Meret	M5101C-TB
45	10 Point Bridle Strap - Velcro black	Alternative or Equivalent	EA	1000	\$ 31.53	\$ 31,534.09	\$ 33.00	\$ 32,997.06	EST-382502	DMS	22000BK
46	Cric Kit	Alternative or Equivalent	EA	100	\$ 3.90	\$ 390.00	\$ 4.33	\$ 433.00	EAW-245399	QuadMed	EAW-245399
47	Decomp Kit	Alternative or Equivalent	EA	100	\$ 9.50	\$ 950.00	\$ 9.99	\$ 999.00	EAW-24550099	QuadMed	EAW-24550099
	VBM Quicktrach II Percutaneous Cricothyrotomy	VBM Quicktrach II	EA	100	\$ 130.45	\$ 13,045.45	\$ 135.41	\$ 13,540.88	EAW-245012	VBM	30-10-904-1
<b>Percentage Discount off Balance of Product Line for Lot 7</b>											
<b>22%</b>											



Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

## Detail by Entity Name

Florida Profit Corporation

QUADMED, INC.

### Filing Information

Document Number V63334

FEI/EIN Number 59-3184908

Date Filed 09/11/1992

State FL

Status ACTIVE

Last Event NAME CHANGE AMENDMENT

Event Date Filed 05/03/1993

Event Effective Date NONE

### Principal Address

11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

Changed: 04/16/2009

### Mailing Address

P.O. BOX 550773  
JACKSONVILLE, FL 32255-0773

Changed: 05/01/1996

### Registered Agent Name & Address

PRICE, LISA M.  
11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

Name Changed: 05/23/1995

Address Changed: 01/16/2018

### Officer/Director Detail

#### **Name & Address**

Title P

PRICE, LISA M.  
11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

Title V

PRICE, MARLEY D  
11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

**Annual Reports**

Report Year	Filed Date
2016	04/15/2016
2017	03/16/2017
2018	01/16/2018

**Document Images**

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05/23/1995 -- ANNUAL REPORT	View image in PDF format

Process



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/10/2019

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

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

PRODUCER Phone: (904) 730-0600 Fax: (904) 731-7072 <b>DONOVAN &amp; ABERCROMBIE INS</b> <b>P O BOX 24960</b> <b>JACKSONVILLE FL 32241-4960</b>		CONTACT NAME: <b>Donovan Insurance Inc</b> PHONE (A/C, No, Ext): <b>(904) 730-0600</b> FAX (A/C, No): <b>(904) 731-7072</b> E-MAIL ADDRESS: ADDRESS:	
Agency Lic#: L044912		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>QUADMED INC</b>  <b>P O BOX 550773</b> <b>JACKSONVILLE FL 32255</b>		<b>INSURER A : Southern Owners Insurance Co</b>	
		<b>INSURER B : Southern Owners Insurance Co</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
		<b>NAIC #</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 71475**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		78655632	07/23/18	07/23/19	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED. EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS-COMP/OP AGG \$ <b>EXCLUDED</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			78655632	07/23/18	07/23/19	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	78022571	07/23/18	07/23/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE-EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE-POLICY LIMIT \$ <b>1,000,000</b>

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

Osceola County Board of County Commissioners is an additional insured for General Liability. Osceola County shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except for 10 day notice for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Osceola County Board of County Commissioners  
 c/o Director of Human Resources  
 1 Courthouse Square Suite 4700  
 Kissimmee FL 34741

Attention:

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

AUTHORIZED REPRESENTATIVE

Brian P. Donovan



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):  
12/14/2018

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

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

<b>PRODUCER</b> VGM Insurance Services, Inc. 1111 W. San Marnan Dr. Waterloo IA 50701	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No., Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> STATE NATIONAL INSURANCE CO</td> <td></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No., Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> STATE NATIONAL INSURANCE CO		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b>																					
<b>PHONE (A/C, No., Ext):</b>	<b>FAX (A/C, No):</b>																				
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Quadmed Inc PO Box 550773 Jacksonville FL 32255																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SJECT. <input type="checkbox"/> LOC OTHER:			VGM R1018 P0118-11	12/17/2018	12/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB.</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as Additional Insured.

<b>CERTIFICATE HOLDER</b>  Osceola County BOCB C/O Director of Human Resources 1 Courthouse Square, Ste 4700 Kissimmee FL 34741	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:  
--	---





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

### Detail by Entity Name

Florida Profit Corporation

QUADMED, INC.

**Filing Information**

**Document Number** V63334

**FEI/EIN Number** 59-3184908

**Date Filed** 09/11/1992

**State** FL

**Status** ACTIVE

**Last Event** NAME CHANGE AMENDMENT

**Event Date Filed** 05/03/1993

**Event Effective Date** NONE

**Principal Address**

11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

Changed: 04/16/2009

**Mailing Address**

P.O. BOX 550773  
JACKSONVILLE, FL 32255-0773

Changed: 05/01/1996

**Registered Agent Name & Address**

PRICE, LISA M.

11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

Name Changed: 05/23/1995

Address Changed: 01/16/2018

**Officer/Director Detail**

**Name & Address**

Title P

PRICE, LISA M.

11210-1 PHILIPS INDUSTRIAL BLVD EAST  
JACKSONVILLE, FL 32256

## Title V

PRICE, MARLEY D  
 11210-1 PHILIPS INDUSTRIAL BLVD EAST  
 JACKSONVILLE, FL 32256

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2016	04/15/2016
2017	03/16/2017
2018	01/16/2018

**Document Images**

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<a href="#">05/23/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

**AMENDMENT #2  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND QUADMED INC.**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and QuadMed, Inc., PO Box 550773, Jacksonville, Florida 32255, hereinafter referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency medical services supplies and equipment, as further described in the Agreement RFP-18-10554-VJ, approved by the Board of County Commissioners on February 18, 2019, and amended by the Board on February 3, 2020, between the COUNTY and the CONTRACTOR

**WHEREAS**, pursuant to Section 25. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to revise Exhibit B/Pricing Schedule,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**1. Exhibit "B"**

Exhibit "B" Pricing Schedule shall be deleted in its entirety and replaced with Revised Exhibit "B" which is attached hereto and made a binding part hereof.

2. These changes shall be effective upon this Amendment being executed by both parties.

3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
County Manager/Designee

Date: 1/27/2021

In Process

QUADMED INC.

By: [Signature]

Title: V.P.

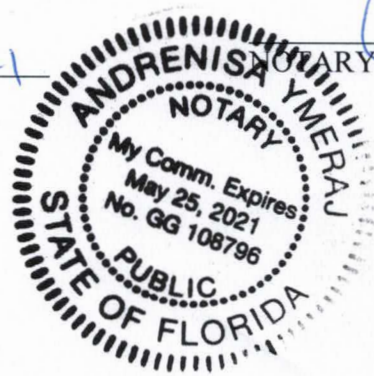
Date: 12/8/2020

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was executed before me this 8 day of December, 2020, by Markus Deane Price, as vice president of QuadMed, Inc., who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced A drivers license as identification.

Commission Expires: may 25, 2021

[Signature]  
NOTARY PUBLIC, State of Florida





	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags	QM item	mfg	mfg item	UoM	Proposed Increase
1	Asherman Chest Seal	Alternative or Equivalent	BOX 10	36	\$ 88.70	\$ 3,193.20	\$ 89.05	\$ 3,205.80	EFA-1067	Asherman	849100	1ea > 10/bx	
2	Bougie 700mm in length 10 fr	Alternative or Equivalent	BOX 10	100	\$ 27.30	\$ 2,730.00	\$ 28.55	\$ 2,855.00	EAW-235320-S	Dynarex	4582	1ea > 10/bx	
3	Bougie 700mm in length 14 fr	Alternative or Equivalent	BOX 10	100	\$ 27.30	\$ 2,730.00	\$ 28.55	\$ 2,855.00	EAW-235325-S	Dynarex	4583	1ea > 10/bx	
4	E.T Stylette\Adult\10fr - Slick	Teleflex	BOX 10	100	\$ 33.60	\$ 3,360.00	\$ 35.15	\$ 3,515.00	EAW-2347-S	Teleflex	1000R	1 ea > 25bx > 1	3.36
5	E.T Stylette\Child\ 8fr - Slick	Teleflex	CASE 20	50	\$ 47.27	\$ 2,363.64	\$ 49.29	\$ 2,464.56	EAW-2348-S	Teleflex	750	1 ea > 25bx > 1	61.82
6	E.T Stylette\Infant\6fr - Slick	Teleflex	CASE 20	50	\$ 54.77	\$ 2,738.64	\$ 57.06	\$ 2,852.79	EAW-2349-S	Teleflex	500	1 ea > 25bx > 100/cs	
7	E.T.T 10.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	CASE 20	10	\$ 17.95	\$ 179.55	\$ 18.94	\$ 189.38	EAW-232001-S	Smiths	100/100/010	1ea > 10/bx	
8	E.T.T 2.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 1.32	\$ 26.36	\$ 1.71	\$ 34.29	EAW-230925-S	Sunmed	1-7333-25	1ea > 10/bx	1.37
9	E.T.T 2.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	BOX 10	10	\$ 9.77	\$ 97.73	\$ 10.47	\$ 104.68	EAW-230001-S	Dynarex	4531	1ea > 10/bx	0.75
10	E.T.T 3.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.90	\$ 17.95	\$ 1.28	\$ 25.59	EAW-230930-S	Smiths	100/100/030	1ea > 10/bx	1.28
11	E.T.T 3.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230101-S	Dynarex	4532	1ea > 10/bx	0.75
12	E.T.T 3.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.90	\$ 17.95	\$ 1.28	\$ 25.59	EAW-230935-S	Smiths	100/100/035	1ea > 10/bx	1.28
13	E.T.T 3.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230201-S	Dynarex	4533	1ea > 10/bx	0.75
14	E.T.T 4.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-230940-S	Dynarex	4538	1ea > 10/bx	0.82
15	E.T.T 4.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230301-S	Dynarex	4534	1ea > 10/bx	0.75
16	E.T.T 4.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-230945-S	Dynarex	4539	1ea > 10/bx	
17	E.T.T 4.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	10	\$ 0.70	\$ 7.05	\$ 1.08	\$ 10.79	EAW-230401-S	Dynarex	4535	1ea > 10/bx	0.75
18	E.T.T 5.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231001-S	Dynarex	4540	1ea > 10/bx	
19	E.T.T 5.0 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.70	\$ 14.09	\$ 1.08	\$ 21.59	EAW-230501-S	Dynarex	4536	1ea > 10/bx	0.75
20	E.T.T 5.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231101-S	Dynarex	4541	1ea > 10/bx	0.82
21	E.T.T 5.5 uncuffed (uncuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.70	\$ 14.09	\$ 1.08	\$ 21.59	EAW-230601-S	Dynarex	4537	1ea > 10/bx	0.75
22	E.T.T 6.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231201-S	Dynarex	4542	1ea > 10/bx	0.82
23	E.T.T 6.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231301-S	Dynarex	4543	1ea > 10/bx	0.82
24	E.T.T 7.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231401-S	Dynarex	4544	1ea > 10/bx	0.82

25	E.T.T 7.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231501-S	Dynarex	4545	1ea > 10/bx	0.82
26	E.T.T 8.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	100	\$ 0.82	\$ 81.82	\$ 1.20	\$ 119.71	EAW-231601-S	Dynarex	4546	1ea > 10/bx	0.82
27	E.T.T 8.5 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231701-S	Dynarex	4547	1ea > 10/bx	0.82
28	E.T.T 9.0 cuffed (cuffed endotracheal tube w/o stylette)	Alternative or Equivalent	EA	20	\$ 0.82	\$ 16.36	\$ 1.20	\$ 23.94	EAW-231801-S	Dynarex	4548	1ea > 10/bx	0.82
29	King LT-D Kit, Size 2	Ambu	EA	30	\$ 38.64	\$ 1,159.09	\$ 40.35	\$ 1,210.50	EAW-23220299	Ambu	EAW-23220299	1 ea > 10/bx	38.64
									LTD discontinued-used LTSD			X	
30	King LT-D Kit, Size 2.5	Ambu	EA	30	\$ 38.64	\$ 1,159.09	\$ 40.35	\$ 1,210.50	EAW-23225299	Ambu	EAW-23225299	1 ea > 10/bx	38.64
									LTD discontinued-used LTSD			X	
31	King LT-D Kit, Size 3 Yellow	Ambu	EA	40	\$ 26.85	\$ 1,074.09	\$ 28.15	\$ 1,126.00	EAW-23230199	Ambu	EAW-23230199	1 ea > 10/bx	30.92
									LTD discontinued-used LTSD			X	
32	King LT-D Kit, Size 4 Red	Ambu	EA	120	\$ 26.85	\$ 3,222.27	\$ 28.15	\$ 3,378.00	EAW-23240199	Ambu	EAW-23240199	1 ea > 10/bx	36.45
									LTD discontinued-used LTSD			X	
33	King LT-D Kit, Size 5 Purple	Ambu	EA	50	\$ 26.85	\$ 1,342.50	\$ 28.15	\$ 1,407.50	EAW-23250199	Ambu	EAW-23250199	1 ea > 10/bx	30.92
									LTD discontinued-used LTSD			X	
34	Endotracheal TubeHolder- Adult	Laerdal Thomas	CASE 100	200	\$ 271.59	\$ 54,318.18	\$ 281.53	\$ 56,305.29	EAW-2338	Laerdal	600-10000	1 ea > 25/bx	313.35
35	Endotracheal TubeHolder- Pediatric	Laerdal Thomas	CASE 100	75	\$ 315.91	\$ 23,693.18	\$ 327.41	\$ 24,555.66	EAW-2338-p	Laerdal	600-20000	1 ea > 25/bx	363.77
36	Mac 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250100	Medsource	MS-46211	1 ea > 20/cs	73.99
37	Mac 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250200	Medsource	MS-46212	1 ea > 20/cs	73.99
38	Mac 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250300	Medsource	MS-46213	1 ea > 20/cs	3.69
39	Mac 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250400	Medsource	MS-46214	1 ea > 20/cs	73.99
40	MAD (100 with syringe)	Teleflex	CASE 100	200	\$ 468.18	\$ 93,636.36	\$ 485.06	\$ 97,011.18	EAW-202010	Teleflex	MAD100	1 ea > 25bx > 1	7.19
41	MAD 300	Teleflex	CASE 100	200	\$ 345.45	\$ 69,090.91	\$ 358.00	\$ 71,599.41	EAW-202020	Teleflex	MAD300	1 ea > 25bx > 1	688.55
42	Magill Forceps (Adult)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2360	Zulco	MAGILL ADULT	1 ea > 12/bx	
43	Magill Forceps (Pediatric)	Alternative or Equivalent	BOX 12	20	\$ 41.32	\$ 826.36	\$ 43.13	\$ 862.53	EAW-2361	Zulco	MAGILL 8"	1 ea > 12/bx	
44	Miller 0 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250500	Medsource	MS-46220	1 ea > 20/cs	3.69
45	Miller 1 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250600	Medsource	MS-46221	1 ea > 20/cs	73.99
46	Miller 2 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	20	\$ 53.41	\$ 1,068.18	\$ 55.64	\$ 1,112.88	EAW-250700	Medsource	MS-46222	1 ea > 20/cs	3.69
47	Miller 3 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250800	Medsource	MS-46223	1 ea > 20/cs	3.69
48	Miller 4 Greenline Disposable Fiber Optic Laryngoscope Blade	Alternative or Equivalent	BOX 20	100	\$ 53.41	\$ 5,340.91	\$ 55.64	\$ 5,564.41	EAW-250900	Medsource	MS-46224	1 ea > 20/cs	73.99
	<b>Percentage Discount off Balance of Product Line for Lot 1</b>			<b>34%</b>						#N/A	#N/A	X	



Lot #2 Basic Life Support Airway									#N/A	#N/A	X		
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	X	
1	Bite Sticks (one piece, non-toxic unbreakable)	Alternative or Equivalent	BAG 10	50	\$ 3.36	\$ 168.18	\$ 3.83	\$ 191.62	EAW-2790	ADC	4010T	10/pk	3.37
2	Bulb Syringe (sterile 2 oz)	Alternative or Equivalent	CASE 50	30	\$ 31.25	\$ 937.50	\$ 32.70	\$ 981.09	EFA-5401	Amsino	AS00502S	1 ea > 50/cs	33.75
3	BVM Nebulizer Kit	Alternative or Equivalent	CASE 50	500	\$ 199.00	\$ 99,500.00	\$ 199.35	\$ 99,675.00	EAW-20400099	QuadMed	EAW-20400099	1 ea > 50/cs	
4	BVM Neonate BVM Mask	Alternative or Equivalent	CASE 12	20	\$ 94.56	\$ 1,891.20	\$ 94.91	\$ 1,898.20	EAW-271402	Dynarex	5801	1 ea > 6/cs	
5	BVM\Adult (bag valve disposable with mask and with bag reserv	Ambu Brand SPUR II	CASE 10	300	\$ 97.20	\$ 29,160.00	\$ 97.55	\$ 29,265.00	EAW-2715	Ambu	520211000	1 ea > 12/cs	12.99
6	BVM\Child (bag valve disposable with mask and with bag reserv	Ambu Brand SPUR II	EA	100	\$ 12.82	\$ 1,281.82	\$ 13.62	\$ 1,362.06	EAW-271503	Ambu	530213000	1 ea > 12/cs	
7	BVM\Infant (bag valve disposable with mask and with bag reserv	Ambu Brand SPUR II	CASE 10	100	\$ 128.18	\$ 12,818.18	\$ 133.06	\$ 13,305.59	EAW-271505	Ambu	530212000	1 ea > 12/cs	
8	Meconium Aspirator	Alternative or Equivalent	BOX 40	40	\$ 130.00	\$ 5,200.00	\$ 131.95	\$ 5,278.00	EAW-2225	VBM	49-30-000	1 ea > 40/cs	3.98
9	NC\Adult (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	3000	\$ 11.36	\$ 34,090.91	\$ 12.11	\$ 36,344.12	eaw-2000	various	144175	1 ea > 50/cs	16.77
10	NC\Pedi (nasal cannula w/curved tip)	Alternative or Equivalent	CASE 50	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	eaw-2001	various	144165	1 ea > 50/cs	
11	Neb. Masks\Adult (Nebulizer w/ adult aerosol mask and 7' 02 tub	Alternative or Equivalent	CASE 50	500	\$ 39.77	\$ 19,886.36	\$ 41.53	\$ 20,763.24	EAW-2022	Dynarex	5604	1 ea > 50/cs	48.15
12	Neb. Masks\Pedi (Nebulizer w/ pediatric aerosol mask and 7' 02 t	Alternative or Equivalent	CASE 50	500	\$ 39.77	\$ 19,886.36	\$ 41.53	\$ 20,763.24	EAW-2022-P	Dynarex	5603	1 ea > 50/cs	
13	Nebulizers (Nebulizer w/ T, mouth piece and 6" flex tube)	Alternative or Equivalent	CASE 50	1000	\$ 36.36	\$ 36,363.64	\$ 38.00	\$ 37,997.06	EAW-2020	Dynarex	5601	1 ea > 50/cs	
14	NPA 12fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2412-S	Teleflex	123312	1ea > 10/bx	
15	NPA 14fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2414-S	Teleflex	123314	1ea > 10/bx	
16	NPA 16fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2416-S	Teleflex	123316	1ea > 10/bx	
17	NPA 18fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 23.18	\$ 695.45	\$ 24.35	\$ 730.50	EAW-2418-S	Teleflex	123318	1ea > 10/bx	
18	NPA 20fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242001-S	Dynarex	4591	1ea > 10/bx	
19	NPA 22fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242201-S	Dynarex	4592	1ea > 10/bx	
20	NPA 24fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242401-S	Dynarex	4593	1ea > 10/bx	
21	NPA 26fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242601-S	Dynarex	4594	1ea > 10/bx	
22	NPA 28fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-242801-S	Dynarex	4595	1ea > 10/bx	1.54

23	NPA 30fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243001-S	Dynarex	4596	1ea > 10/bx	1.54
24	NPA 32fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243201-S	Dynarex	4597	1ea > 10/bx	
25	NPA 34fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243401-S	Dynarex	4598	1ea > 10/bx	
26	NPA 36fr (Sterile Nasopharyngeal Airway non-latex)	Alternative or Equivalent	BOX 10	30	\$ 15.34	\$ 460.23	\$ 16.23	\$ 486.97	EAW-243601-S	Dynarex	4599	1ea > 10/bx	
27	NRBM\Adult (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	6000	\$ 28.41	\$ 170,454.55	\$ 31.35	\$188,100.00	EAW-2011	Ventlab	2102	1 ea > 50/cs	0.75
28	NRBM\Pedi (Nonbreathing mask w/ 84 inch o2 tubing)	Alternative or Equivalent	CASE 50	1000	\$ 34.00	\$ 34,000.00	\$ 34.47	\$ 34,467.65	EAW-2009	Ventlab	2202	1 ea > 50/cs	
29	O2 Supply Tubing (84 inch)	Alternative or Equivalent	CASE 50	50	\$ 15.34	\$ 767.05	\$ 16.23	\$ 811.62	EAW-2030	Dynarex	5101	1 ea > 50/cs	
30	OPA 100mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240501	Dynarex	4755	1 ea > 50/cs	0.16
31	OPA 110mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 12	100	\$ 2.16	\$ 216.00	\$ 2.75	\$ 275.00	EAW-241001	Dynarex	4765	1 ea > 50/cs	
32	OPA 43mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	N/A	100	\$ 0.18	\$ 18.00	\$ 0.55	\$ 55.00	EAW-240001	Dynarex	4715	1 ea > 50/cs	
33	OPA 60mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240201	Dynarex	4725	1 ea > 50/cs	
34	OPA 80mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240301	Dynarex	4735	1 ea > 50/cs	
35	OPA 90mm (Berman Dual Channel Oral Pharyngeal Airway)	Alternative or Equivalent	BAG 50	100	\$ 9.00	\$ 900.00	\$ 10.35	\$ 1,035.00	EAW-240401	Dynarex	4745	1 ea > 50/cs	0.18
36	S3 Oropharyngeal Evacuation Tool (S3)	Alternative or Equivalent	EA	100	\$ 4.38	\$ 437.50	\$ 4.88	\$ 487.94	EAW-221306	SSCOR	44305C	Discontinued	
37	SFM\Infant (Meduim concentration o2 mask infant)	Alternative or Equivalent	CASE 50	50	\$ 59.66	\$ 2,982.95	\$ 62.11	\$ 3,105.74	EAW-2008	various	0	1 ea > 50/cs	63.95
38	SFM\Pedi (Meduim concentration o2 mask pediatric)	Alternative or Equivalent	CASE 50	50	\$ 36.36	\$ 1,818.18	\$ 38.00	\$ 1,899.85	EAW-2006	Ventlab	2200	1 ea > 50/cs	40.51
39	Suction Canister disposable 1200cc (green top)	Bemis -484410	CASE 48	400	\$ 121.92	\$ 48,768.00	\$ 122.27	\$ 48,908.00	EAW-2220	Bemis	484410	1 ea > 48/cs	
40	Suction Cath. 10fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2203	Dynarex	4810	1 ea > 50/cs	
41	Suction Cath. 12fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2204	Dynarex	4812	1 ea > 50/cs	
42	Suction Cath. 14fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2205	Dynarex	4814	1 ea > 50/cs	
43	Suction Cath. 16fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2206	Dynarex	4816	1 ea > 50/cs	
44	Suction Cath. 18fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2207	Dynarex	4818	1 ea > 50/cs	0.21
45	Suction Cath. 6fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2201	Dynarex	4806	1 ea > 50/cs	
46	Suction Cath. 8fr (with control/safe t valve)	Alternative or Equivalent	CASE 50	50	\$ 10.23	\$ 511.36	\$ 10.94	\$ 546.91	EAW-2202	Dynarex	4808	1 ea > 50/cs	0.21
47	Suction Tubing (1/4" x 6')	Alternative or Equivalent	CASE 50	300	\$ 36.93	\$ 11,079.55	\$ 38.59	\$ 11,575.59	EAW-2210	Conmed	36280	1 ea > 50/cs	58.50

48	Yankauer Suction tip (with control vent)	Alternative or Equivalent	CASE 50	400	\$ 19.32	\$ 7,727.27	\$ 20.35	\$ 8,140.00	EAW-220901-S	Conmed	34880	1 ea > 50/cs	33.65
Percentage Discount off Balance of Product Line for Lot 2				24%						#N/A	#N/A	X	
Lot #3 Basic Life Support Supplies										#N/A	#N/A	X	
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags					
										#N/A	#N/A	X	
1	Adult C-Collar (Stifneck Select)	Laerdal Medical	CASE 50	1000	\$ 275.57	\$ 275,568.18	\$ 285.64	\$285,644.12	ECO-3850	Laerdal	980010	1 ea > 50/cs	
2	Pedi C-Collar (Stifneck Select)	Laerdal Medical	CASE 20	400	\$ 321.02	\$ 128,409.09	\$ 332.70	\$133,081.18	ECO-3857	Laerdal	980020/74611	1 ea > 50/cs	
3	Alcohol Preps (medium size 200/box)	Alternative or Equivalent	BOX 200	400	\$ 1.36	\$ 545.45	\$ 1.76	\$ 704.71	EFA-4150	Dynarex	1113	200/bx > 10bx	1.74
4	Ammonia Inhalants (10/box)	Alternative or Equivalent	BOX 10	400	\$ 1.59	\$ 636.36	\$ 2.00	\$ 798.82	EFA-4010	various	0100043K	10/bx	1.77
5	Band-Aids (Fabric) (3/4"x 3")	Alternative or Equivalent	BOX 100	400	\$ 1.76	\$ 704.55	\$ 2.17	\$ 869.41	EFA-1106	Shield Line	MPR-63101	100/bx	
6	Bed Pan - Graphine Standard Pontoon	Medline	CASE 24	200	\$ 24.55	\$ 4,909.09	\$ 25.76	\$ 5,152.35	EFA-4513	Medline	DYNC8522	1 ea > 24/cs	
7	Blanket Flame Resistant 60" x 80"	Alternative or Equivalent	CASE 25	400	\$ 142.05	\$ 56,818.18	\$ 147.41	\$ 58,963.53	EFA-117423	Kemp	10-604	1 ea > 25/cs	6.79
8	Blanket Fleece 60"x90"	Alternative or Equivalent	CASE 10	200	\$ 40.90	\$ 8,180.00	\$ 41.25	\$ 8,250.00	EFA-117402	Taylorhealthcare	60-FCB5084	1ea > 10/bx	
9	C.A.T Combat Application Tourniquet (Black Color)	North American Rescue Products	EA	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-BK	North American Rescue, L	30-0001	1 ea	
10	C.A.T Combat Application Tourniquet (Orange Color)	North American Rescue Products	N/A	40	\$ 22.27	\$ 890.91	\$ 23.41	\$ 936.35	EFA-351520-OR	North American Rescue, L	30-0023	1 ea	
11	Cardboard Splint 12" without foam	Alternative or Equivalent	PK 36	400	\$ 12.60	\$ 5,040.00	\$ 14.03	\$ 5,612.00	ESP-1500	DMS	61012M	1 ea > 36/cs	
12	Cardboard Splint 24" without foam	Alternative or Equivalent	PK 36	400	\$ 24.84	\$ 9,936.00	\$ 26.99	\$ 10,796.00	ESP-1520	DMS	61024M	1 ea > 36/cs	
13	Cardboard Splint 36" without foam	Alternative or Equivalent	PK 36	400	\$ 61.92	\$ 24,768.00	\$ 64.43	\$ 25,772.00	ESP-1573	DMS	61036MCF	1 ea > 36/cs	
14	Cold Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	400	\$ 8.75	\$ 3,500.00	\$ 9.60	\$ 3,840.00	efa-4200	Shield Line	MPR-41274	24/cs	
15	CPR Prompt Face Shield and Lung Combo (Adult/Child)	Alternative or Equivalent	PK 100	100	\$ 79.55	\$ 7,954.55	\$ 82.70	\$ 8,270.29	new item	nasco	lf06206	X	
16	CPR Prompt Face Shield and Lung Combo (Infant)	Alternative or Equivalent	PK 100	50	\$ 71.59	\$ 3,579.55	\$ 74.47	\$ 3,723.38	new item	nasco	lf06207	X	
17	Disposable Blankets (yellow minimum size 89"x58.5")	All Care	CASE 20	500	\$ 82.95	\$ 41,477.27	\$ 86.23	\$ 43,116.18	EFA-117302	Taylorhealthcare	90-YEB6090	1 ea > 20/cs	110.50
18	Disposable Pillow	Alternative or Equivalent	CASE 12	300	\$ 31.68	\$ 9,504.00	\$ 33.23	\$ 9,969.00	EIC-5102	Medline	NON24392	1 ea > 24/cs	
19	Finger Ring Cutter	Alternative or Equivalent	EA	24	\$ 3.98	\$ 95.45	\$ 4.47	\$ 107.22	EMI-7107	various	129100	1 ea	4.49

20	Head Immobilizer STA-BLOK	Laerdal Medical	CASE 30	1400	\$ 125.11	\$ 175,159.09	\$ 129.88	\$181,831.18	EHI-975	Laerdal	58929 / 700-00001	1 ea > 30/cs	129.80
21	Hot Packs (minimum 5.5" x 8")	Alternative or Equivalent	CASE 24	50	\$ 12.95	\$ 647.50	\$ 13.55	\$ 677.50	efa-4205	Dynarex	4516	24/cs	
22	Irrigation Fluid\500ml Sterile Water	Alternative or Equivalent	CASE 18	350	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
23	Kling 2" (sterile 2" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.42	\$ 284.09	\$ 1.82	\$ 364.12	EFA-1004	Dukal	8513	12/bx > 8bx/cs	
24	Kling 4" (sterile 4" x 4 yds 12 per box)	Alternative or Equivalent	BAG 12	200	\$ 1.57	\$ 313.64	\$ 1.97	\$ 394.71	EFA-1006	various	3114/0200062	12/bx > 8bx/cs	
25	Kling 6" (sterile 6" x 4 yds 6 per box)	Alternative or Equivalent	BOX 12	200	\$ 22.23	\$ 4,445.45	\$ 23.36	\$ 4,672.35	EFA-1007	Dukal	8516	12/bx > 8bx/cs	
26	Lock Tags with numbers (bag of 100)	Alternative or Equivalent	PK 100	200	\$ 16.85	\$ 3,370.45	\$ 17.80	\$ 3,559.41	EMI-9220-GR	Healthmark	6323 GREEN	100/pk	17.80
27	Loop Backboard Strap 5' Two Piece Black (1 pair)	Alternative or Equivalent	EA	50	\$ 1.65	\$ 82.50	\$ 2.04	\$ 102.00	est-1390-bk	QuadMed	EST-1390-BK	1 ea	1.81
28	Loop Backboard Strap 5' Two Piece Orange (1 pair)	Alternative or Equivalent	EA	50	\$ 1.65	\$ 82.50	\$ 2.04	\$ 102.00	est-1390-or	QuadMed	EST-1390-OR	1 ea	1.81
29	MegaMover Plus	Alternative or Equivalent	CASE 10	300	\$ 230.11	\$ 69,034.09	\$ 238.59	\$ 71,575.59	EBB-4965	Graham	53376	1ea > 10/bx	286.66
30	Multi-Trauma Dressing (sterile minimum 10" x 30")	Alternative or Equivalent	CASE 50	500	\$ 34.50	\$ 17,250.00	\$ 36.35	\$ 18,175.00	EFA-1175	Shield Line	MPR-61204	1 ea > 50/cs	41.25
31	Nasco Intraosseous Infusion Simulator Bone Replacements	Alternative or Equivalent	EA	50	\$ 11.77	\$ 588.64	\$ 12.54	\$ 626.91	new item	nasco	lfo3831	X	
32	Nasco Intraosseous Infusion Simulator Skin Replacements	Alternative or Equivalent	N/A	50	\$ 19.29	\$ 964.49	\$ 20.32	\$ 1,016.03	new item	nasco	lfo3832	X	
33	Non Sterile 4x4 gauze (200 per bag)	Alternative or Equivalent	BAG 200	1000	\$ 1.74	\$ 1,738.64	\$ 2.15	\$ 2,150.00	EFA-1021	Dukal	8509	200/pk > 20pks/cs	
34	O.B Kit (soft package)	Alternative or Equivalent		50	\$ 4.35	\$ 217.61	\$ 4.86	\$ 242.79	EFA-54000099	QuadMed	EFA-54000099	1 ea	4.78
35	Patient Restraints Wrist and Ankle (disposable)	Alternative or Equivalent		50	\$ 3.35	\$ 167.61	\$ 3.82	\$ 191.03	est-1114	DMS	501110M	1 ea > 48/cs	3.45
36	Pen Lights (disposable) package of 6	Alternative or Equivalent	PK 6	100	\$ 3.52	\$ 352.27	\$ 4.00	\$ 399.71	emi-7120	Medsource	MS-PEL100	6/pk > 20pks/ cs	
37	Stretcher Sheets - Fitted Sheet 36x90	Taylor G Force Sure Fit	CASE 30	15,000	\$ 52.80	\$ 792,000.00	\$ 54.35	\$815,250.00	EIC-1873	Taylorhealthcare	90-GFRC3690	30/cs	90.55
38	Sterile 4x4 gauze (50 per box)	Alternative or Equivalent	BOX 50	100	\$ 1.09	\$ 109.09	\$ 1.48	\$ 147.94	EFA-1034	Shield Line	MRP-60543	50bx > 24bx/cs	1.38
39	Sterile 5x9 ABD Pad (20 per box)	Alternative or Equivalent	TR 25	50	\$ 2.27	\$ 113.64	\$ 2.70	\$ 135.15	EFA-1060	Shield Line	MPR-60775	20/bx	
40	Sterile Burn Sheet (sterile 60" x 96")	Alternative or Equivalent	CASE 12	50	\$ 17.16	\$ 858.00	\$ 18.11	\$ 905.50	efa-1171	Medsource	MS-BS0033	1 ea > 12/cs	
41	Tape 1" hypoallergenic clear (adhesive 12 rolls/box)	Alternative or Equivalent	BOX 12	200	\$ 3.67	\$ 733.86	\$ 4.15	\$ 829.76	EFA-115401	Shield Line	MPR-62202	12/bx > 12bx/cs	
42	Tape 2" hypoallergenic clear (adhesive 6 rolls/box)	Alternative or Equivalent	BOX 6	200	\$ 3.67	\$ 733.86	\$ 4.15	\$ 829.76	EFA-115402	Shield Line	MPR-62203	6/bx > 12bx/cs	
43	Tape 3" hypoallergenic clear (adhesive 4 rolls/box)	Alternative or Equivalent	BOX 40	200	\$ 36.69	\$ 7,338.64	\$ 38.34	\$ 7,667.65	EFA-115403	Shield Line	MPR-62204	4/bx > 12bx/cs	
44	Thermal Emergency Blanket Silver 84" x 52"	Alternative or Equivalent	CASE 120	100	\$ 51.82	\$ 5,181.82	\$ 54.00	\$ 5,399.71	efa-1170	Dukal	721	1 ea > 120/cs	

45	Trauma Shears 7.5" long	Alternative or Equivalent	BOX 12	500	\$ 7.50	\$ 3,750.00	\$ 8.11	\$ 4,057.35	EMI-7260-BK	Zulco	157-176BK	1 ea > 12/bx	
46	Triage Tags Start Triage (pack of 50) -Waterproof	Disaster Management Systems	BAG 50	200	\$ 57.25	\$ 11,450.00	\$ 59.62	\$ 11,924.12	EMI-928101	Disamgt	DMS-05420F	1 ea > 50/pk	
47	Triangular Bandage	Alternative or Equivalent	CASE 240	500	\$ 44.32	\$ 22,159.09	\$ 46.23	\$ 23,116.18	EFA-109010	Medsource	MS-11050	12pk > 20pks/cs	
48	Urinal (plastic 1 quart)	Alternative or Equivalent	CASE 50	100	\$ 29.55	\$ 2,954.55	\$ 30.94	\$ 3,093.82	EFA-4514	various	88903	1 ea > 48/cs	30.73
49	Vaseline Gauze 3:" x 9"	Alternative or Equivalent	BOX 50	100	\$ 21.31	\$ 2,130.68	\$ 22.41	\$ 2,240.88	EFA-1052	Dynarex	3039	50/bx	
50	Wash Basins (plastic 6 quart)	Alternative or Equivalent	CASE 50	400	\$ 31.82	\$ 12,727.27	\$ 33.29	\$ 13,316.47	EFA-4508	Medline	DYND80342	1 ea > 50/cs	33.43
51	Window Punch	Alternative or Equivalent	EA	30	\$ 3.75	\$ 112.50	\$ 4.23	\$ 126.97	EMI-7102	various	1076	1 ea	4.57
Percentage Discount off Balance of Product Line for Lot 3				22%									
Lot #4 Personal Protective Equipment													
	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags					
										#N/A	#N/A	X	
1	CPR Microshield	Alternative or Equivalent	CASE 50	50	\$ 265.34	\$ 13,267.05	\$ 275.06	\$ 13,752.79	EAW-2750	various	70-150/35472	1 ea > 50/cs	
2	Fluid Shield / Resistant Mask w/ Shield	Alternative or Equivalent	BOX 25	30	\$ 8.74	\$ 262.16	\$ 9.40	\$ 281.91	EIC-5150	Dynarex	2202	50/bx	339.90
3	Hand Cleaner (antimicrobial) 4 ounce size	Alternative or Equivalent	CASE 24	500	\$ 17.73	\$ 8,863.64	\$ 18.70	\$ 9,351.47	EIC-630302	Dukal	HS3787	1 ea > 24/cs	1.35
4	N95 3M V-Flex Model # 9105	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105	X	
5	N95 3M V-Flex Model # 9105S	3M	N/A	20	\$ 0.72	\$ 14.32	\$ 1.09	\$ 21.83	new item	3m	9105s	X	
6	Personal Antimicrobial Wipes	Alternative or Equivalent	CASE 12	100	\$ 63.95	\$ 6,395.45	\$ 66.56	\$ 6,656.18	EIC-410403	PDI	Q89072	1 ea > 12/cs	
7	Personal Protection Gown	Alternative or Equivalent	CASE 50	200	\$ 14.77	\$ 2,954.55	\$ 15.64	\$ 3,128.82	EIC-5101	Dynarex	2141	50/cs	84.82
8	Red Biohazard Bag 1.2mil Red with Black Print (40x"46") 40-45g	Alternative or Equivalent	CASE 100	50	\$ 54.10	\$ 2,705.11	\$ 56.36	\$ 2,818.09	EIC-5454	Medline	NON123848	100/cs	71.45
9	Red Biohazard Bag 1.2mil Red with Black Print (23"x23") 7-10g	Alternative or Equivalent	CASE 500	50	\$ 124.60	\$ 6,230.11	\$ 129.35	\$ 6,467.50	EIC-544802	Medline	NON152426	200/cs	
10	Safety Glasses (wrap around style/ANZI Z87.1 1989)	Alternative or Equivalent	CASE 12	100	\$ 52.50	\$ 5,250.00	\$ 54.70	\$ 5,470.29	emi-7715	various	53079 / 2400	1 ea > 12/cs	
11	Sanizide Bottle 32oz	Safe Tec of America	CASE 6	500	\$ 29.52	\$ 14,761.36	\$ 30.91	\$ 15,457.35	EIC-6371	Safetec	34810	1 ea > 6/cs	8.88
12	Sanizide Gallon bottle	Safe Tec of America	CASE 4	100	\$ 12.50	\$ 1,250.00	\$ 13.29	\$ 1,329.12	EIC-6373	Safetec	34815	1 ea > 4/cs	29.95
13	Tyvek Non-Sterile Sleeve (case od 100) 18 inch long	Alternative or Equivalent	CASE 60	20	\$ 23.86	\$ 477.27	\$ 25.06	\$ 501.12	EIC-5113	Dynarex	2137	60/cs	46.00
14	Sharps Container - 1 Quart, Red (Oval)	Kendall - 8303SA	CASE 200	500	\$ 679.55	\$ 339,772.73	\$ 703.88	\$351,939.71	EIC-351701	Cardinal	8303SA	1 ea > 20/cs	3.44
15	Sharps Container - 2 Gallon Red with Rotor Lid 10" H x 7.25" D	Kendall - 8970	CASE 200	300	\$ 631.82	\$ 189,545.45	\$ 654.47	\$196,340.29	EIC-3548	Cardinal	8970	1 ea > 20/cs	



16	Sharps Container - Sm Rescue Square (1 quart sage 6.19" x 3.87"	Cardinal Health	CASE 100	300	\$ 170.45	\$ 51,136.36	\$ 176.82	\$ 53,046.18	EIC-3517	Cardinal	8900SA	1ea > 100cs	
17	Sharps Container - 6.9qt One Piece Red/Clear Collector Sharps 6	Becton-Dickinson	CASE 12	100	\$ 92.32	\$ 9,231.82	\$ 95.93	\$ 9,592.65	EIC-352304	BD	305489	1 ea > 12/cs	
18	Sharps Container - 5qt Polypropylene Mailbox Style Lid Horizont	Medtronic	CASE 20	100	\$ 83.64	\$ 8,363.64	\$ 86.94	\$ 8,693.82	EIC-3538	Cardinal	8507SA	1 ea > 20/cs	
<b>Percentage Discount off Balance of Product Line for Lot 4</b>				<b>15%</b>						#N/A	#N/A	X	
<b>Lot #5 Intravenous V Supplies</b>										#N/A	#N/A	X	
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>		#N/A	#N/A	X	
1	10cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	10	\$ 6.82	\$ 68.18	\$ 7.41	\$ 74.09	EDI-340005	Dynarex	6990	100/bx > 8bx/cs	
2	1cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 2100	20	\$ 11.75	\$ 235.00	\$ 12.51	\$ 250.29	EDI-340000	various	26050	100/bx > 10bx/cs	
3	30cc Syringes (needleless) luer lock of 50	Alternative or Equivalent	BOX 40	10	\$ 8.64	\$ 86.36	\$ 9.29	\$ 92.91	EDI-340011	Dynarex	6992	50/bx	10.82
4	3cc Syringe (needleless) luer lock box of 100	Alternative or Equivalent	BOX 100	5	\$ 5.11	\$ 25.57	\$ 5.64	\$ 28.22	EDI-340121	Dynarex	6988	100/bx > 8bx/cs	
5	Extension Set 6" - MS-83091	MedSource	CASE 50	5000	\$ 50.00	\$ 250,000.00	\$ 49.35	\$246,750.00	EDI-324203	Medsource	MS-83091	1 ea > 50/cs	50.89
6	Butterfly Needle 19 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-300901	various	26702	50/bx	
7	Butterfly Needle 21 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301101	various	26704	50/bx	125.00
8	Butterfly Needle 23 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301301	various	26706	50/bx	
9	Butterfly Needle 25 ga x 3/4" box of 50	Alternative or Equivalent	CASE 500	2	\$ 118.98	\$ 237.95	\$ 123.53	\$ 247.05	EDI-301501	various	26708	50/bx	
10	EZ-IO Needle Sets 15 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
11	EZ-IO Needle Sets 25 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
12	EZ-IO Needle Sets 45 mm	Teleflex	N/A	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
13	Flush syringe 10ml pre-filled saline	Alternative or Equivalent	BOX 100	500	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
14	Glucose strips- Countour realated Item	Baeyer	BOX 50	400	\$ 13.64	\$ 5,454.55	\$ 14.47	\$ 5,787.06	EFA-400310	Bayer	Contour Strips	50/bx > 24bx/c	14.15
15	Glucometer - Countour realated Item	Baeyer	EA	50	\$ 9.09	\$ 454.55	\$ 9.76	\$ 488.09	EFA-400300	Bayer	Contour Meter	1 ea	11.59
16	I.O. Needle 15ga (Jamshidi Intraosseous)	Alternative or Equivalent	EA	20	\$ 7.73	\$ 154.55	\$ 8.35	\$ 167.00	EDI-3420-S	Medical Innovations	DIN 1515 X	1ea > 10/bx	13.59
17	Introcane Safety IV Catheter 14 ga x 2"	North American Rescue Products	EA	20	\$ 83.81	\$ 1,676.14	\$ 87.11	\$ 1,742.29	EDI-2999-I	Braun	4252594	50/bx	97.00
18	Lancets (safety self-retracting)	Alternative or Equivalent	BOX 200	50	\$ 12.73	\$ 636.36	\$ 13.53	\$ 676.32	EDI-3283-OR	Statmed	SAN-100	Discontinued	
19	Normal Saline 1000ml IV Bags (case of 12)	Alternative or Equivalent	CASE 12	800	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
20	Normal saline 250ml IV Bags	Alternative or Equivalent	CASE 24	20	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	



21	Normal Saline 500ml IV Bags	Alternative or Equivalent	CASE 24	10	no bid	No bid	No bid	No Bid	no bid	#N/A	#N/A	X	
22	Prep Razors (not disposable BIC style)	Alternative or Equivalent	CASE 250	200	\$ 84.09	\$ 16,818.18	\$ 87.41	\$ 17,481.76	EMI-921305	Dynarex	4251	50/bx	
23	Pressure Infuser (disposable bag)	Alternative or Equivalent	CASE 10	100	\$ 97.05	\$ 9,704.55	\$ 100.82	\$ 10,082.06	EDI-325800	Salter Labs	FC-ZIT-1002	1ea > 10/bx	
24	Clear Safe Safety I.V. Catheters 14 x 1.25"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3000-P	Smiths	3048	50/bx	68.19
									Per prior Approval- Smiths Medical accepted			X	
25	Clear Safe Safety I.V. Catheters 16 x 1.25"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3001-P	Smiths	3042	50/bx > 4bx/cs	68.59
									Per prior Approval- Smiths Medical accepted			X	
26	Clear Safe Safety I.V. Catheters 18 x 1.25"	Curaplex	BOX 50	75	\$ 64.22	\$ 4,816.50	\$ 64.57	\$ 4,842.75	EDI-3002-P	Smiths	3055	50/bx > 4bx/cs	68.19
									Per prior Approval- Smiths Medical accepted			X	
27	Clear Safe Safety I.V. Catheters 20 x 1"	Curaplex	BOX 50	100	\$ 64.22	\$ 6,422.00	\$ 64.57	\$ 6,457.00	EDI-3003-P	Smiths	3056	50/bx > 4bx/cs	68.19
									Per prior Approval- Smiths Medical accepted			X	
28	Clear Safe Safety I.V. Catheters 22 x 1"	Curaplex	BOX 50	75	\$ 64.22	\$ 4,816.50	\$ 64.57	\$ 4,842.75	EDI-3004-P	Smiths	3050	50/bx > 4bx/cs	68.19
									Per prior Approval- Smiths Medical accepted			X	
29	Clear Safe Safety I.V. Catheters 24 x 0.75"	Curaplex	BOX 50	20	\$ 64.22	\$ 1,284.40	\$ 64.57	\$ 1,291.40	EDI-3005-P	Smiths	3053	50/bx	68.19
									Per prior Approval- Smiths Medical accepted			X	
30	Safesite ant-stick cannula for rubber stopper vials	Alternative or Equivalent	N/A	300	\$ 28.30	\$ 8,488.64	\$ 29.64	\$ 8,893.24	EDI-3270	BD	303367	100/bx	42.99
31	Safesite Blunt Syringe-tip cannula	Alternative or Equivalent	N/A	300	\$ 19.32	\$ 5,795.45	\$ 20.35	\$ 6,105.00	EDI-326301	BD	303345	100/bx	
32	Safesite Injection Site valve	Alternative or Equivalent	N/A	300	\$ 70.45	\$ 21,136.36	\$ 73.29	\$ 21,987.35	EDI-323805	Statforce	EDI-323805	100/bx	89.95
33	Safety Hypo Needles 18g box of 50	Alternative or Equivalent	BOX 100	30	\$ 2.84	\$ 85.23	\$ 3.29	\$ 98.74	EDI-339121	Dynarex	6961	100/bx > 10bx/cs	
34	Safety Hypo Needles 23g box of 50	Alternative or Equivalent	BOX 100	10	\$ 2.84	\$ 28.41	\$ 3.29	\$ 32.91	EDI-339130	Dynarex	6970	100/bx > 10bx/cs	
35	Safety Hypo Needles 25g box of 50	Alternative or Equivalent	BOX 100	10	\$ 5.65	\$ 56.48	\$ 6.20	\$ 61.97	EDI-339132	Cardinal	1188825100	100/bx > 10bx/cs	
36	IV Admin Set, Amsafe-3, 10-15-60 Drop, 2 AMSafe Needlefree s	Amiso	CASE 48	6000	\$ 195.95	\$ 1,175,700.00	\$ 196.30	#####	EDI-3211	Amsino	D38301	1 ea > 50/cs	
37	Tourniquets Latex free (not penrose drain style) pack of 10	Alternative or Equivalent	PK 250	300	\$ 18.33	\$ 5,498.86	\$ 19.33	\$ 5,797.94	EFA-350140	Elastomer	P209	250/pk	
38	Veniguards (adult) box	Alternative or Equivalent	BOX 100	500	\$ 15.91	\$ 7,954.55	\$ 16.82	\$ 8,410.29	EFA-350503	Medsorce	MS-11101	100/bx	
39	Veniguards (pediatric) box	Alternative or Equivalent	BOX 100	100	\$ 45.45	\$ 4,545.45	\$ 47.41	\$ 4,740.88	EFA-3506	Conmed	730-4432	100/bx	
	<b>Percentage Discount off Balance of Product Line for Lot 5</b>								<b>44%</b>	#N/A	#N/A	X	
	<b>Lot #6 Electrocardiogram Equipment</b>									#N/A	#N/A	X	
	<b>Item</b>	<b>Brands</b>	<b>Unit of Issue</b>	<b>Estimated Quantity</b>	<b>Unit Price without RFID Tags</b>	<b>Extended Price without RFID Tags</b>	<b>Unit Price with RFID Tags</b>	<b>Extended Price with RFID Tags</b>					
1	Adult EKG Dots White Sensor Electrodes (10 pack)	Ambu	PK 10	3000	\$ 0.97	\$ 2,910.00	\$ 1.32	\$ 3,960.00	EDI-314410	Ambu	WS-00-S/10	10/pk > 360pk	1.20

2	Adult EKG Dots White Sensor Electrodes (4 pack)	Ambu	PK 4	1000	\$ 0.48	\$ 477.27	\$ 0.84	\$ 844.12	EDI-314404	Ambu	WS-00-S/4	4/pk > 900pks	0.48
3	Pedi EKG Dots (10 pack)	Ambu	PK 10	1000	\$ 2.70	\$ 2,698.86	\$ 3.14	\$ 3,144.12	EDI-313910	Ambu	SP-00-S-10	10pk > 100pk/	2.99
4	Pedi EKG Dots (4 pack)	Ambu	PK 4	50	\$ 1.25	\$ 62.50	\$ 1.64	\$ 82.21	EDI-313904	Ambu	SP-00-S/4	4pk > 250pk/cs	
5	Adult Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	300	\$ 569.32	\$ 170,795.45	\$ 589.76	\$176,928.53	EDI-712602	SALTER	4MSF1-7-6-25	1 ea > 25bx > 100/cs	
6	Adult Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	5000	\$ 703.41	\$ 3,517,045.45	\$ 728.59	#####	edi-712001	Westmed	939	1 ea > 25bx > 100/cs	
7	CPAP/Capnography Kit, O2MAX Neb Bitrac ED Mask, Adult M	Pulmodyne	CASE 10	1000	\$ 515.34	\$ 515,340.91	\$ 533.88	\$533,879.41	EAW-207348	Pulmodyne	B101551	1ea > 10/bx	60.71
8	Large CPAP Mask	Pulmodyne	CASE 50	500	\$ 1,215.91	\$ 607,954.55	\$ 1,259.17	\$629,586.76	EAW-207332	Pulmodyne	313-7030	1 ea > 10/cs	
9	Lifepak 15 12 lead assembly Limb Cable	Physio	N/A	50	\$ 119.97	\$ 5,998.30	\$ 124.55	\$ 6,227.50	EDI-318910	Physio	11111-000022	1 ea	132.86
10	Lifepak 15 12 lead assembly Trunk cable	Physio	EA	50	\$ 297.95	\$ 14,897.73	\$ 308.82	\$ 15,441.03	EDI-318715	Physio	11111-000018	1 ea	328.00
11	Lifepak 15 12 lead assembly V-lead Cable	Physio	EA	25	\$ 158.30	\$ 3,957.39	\$ 164.23	\$ 4,105.81	EDI-3188-5	Physio	0	1 ea	
12	Lifepak 15 Adult Quick Combo Pads	Physio	EA	300	\$ 29.80	\$ 8,938.64	\$ 31.20	\$ 9,359.12	EDI-3168-S	Physio	11996-000091	1ea > 10/bx	29.80
13	Lifepak 15 Pediatric Quick Combo Pads	Physio	EA	50	\$ 36.07	\$ 1,803.41	\$ 37.69	\$ 1,884.56	EDI-3172-S	Physio	11996-000093	1 ea > 5pr/cs	36.07
14	Lifepak 15 Therapy / Quick combo Cable	Physio	EA	15	\$ 308.64	\$ 4,629.55	\$ 319.88	\$ 4,798.19	EDI-318601	Physio	11113-000004	1 ea	337.00
15	Lifepak-15 EKG Paper (Roll)	Alternative or Equivalent	EA	400	\$ 1.51	\$ 603.64	\$ 1.91	\$ 764.94	EDI-3127	Printmedia	6693246	1 ea > 60/cs	1.51
16	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection)	Masimo	EA	100	\$ 159.09	\$ 15,909.09	\$ 165.06	\$ 16,505.59	EDI-705030	Masimo	2501	1 ea	169.00
17	Reusable Finger Sensor for Lifepak 15 (Set M-LNCS Connection)	Masimo	EA	100	\$ 170.45	\$ 17,045.45	\$ 176.82	\$ 17,682.06	EDI-705031	Masimo	2502	1 ea	
18	Single-Use Adhesive Neonatal Finger Sensor	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-704303-S	Masimo	2329	1 ea > 20/cs	
19	Single-Use Adhesive Adult Finger Sensor	Masimo	CASE 20	1000	\$ 238.64	\$ 238,636.36	\$ 247.41	\$247,408.82	EDI-7043-S	Masimo	1859,11171-000019	1 ea > 20/cs	
20	Single-Use Adhesive Infant Finger Sensor (Set M-LNCS Connect)	Masimo	N/A	500	\$ 14.20	\$ 7,102.27	\$ 15.06	\$ 7,527.94	EDI-705024-S	Masimo	2512	1 ea > 20/cs	
21	Single-Use Adhesive Pediatric Finger Sensor (Set M-LNCS Conn)	Masimo	CASE 20	1000	\$ 261.36	\$ 261,363.64	\$ 270.94	\$270,938.24	EDI-705023-S	Masimo	2511	1 ea > 20/cs	
22	SET Rainbow Sensor (Set M-LNCS Connection)	Masimo		10	\$ 596.59	\$ 5,965.91	\$ 618.00	\$ 6,179.97	EDI-705006	Masimo	2696	1 ea	
23	Pediatric Endotracheal Tube Capnography for Lifepak 15	Alternative or Equivalent	BOX 100	100	\$ 745.00	\$ 74,500.00	\$ 768.35	\$ 76,835.00	edi-712001	Westmed	939	1 ea > 25bx > 100/cs	
24	Pediatric Nasal Cannula with Capnography for Lifepak 15	Alternative or Equivalent	BOX 25	300	\$ 186.25	\$ 55,875.00	\$ 192.35	\$ 57,705.00	edi-712701	Westmed	916	1 ea > 25bx > 100/cs	
25	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/	Physio	EA	30	\$ 13.64	\$ 409.09	\$ 14.47	\$ 434.03	EDI-732630	Ultracheck	US2635MHP-05	1 ea > 5pr/cs	
26	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/	Physio	EA	30	\$ 10.56	\$ 316.70	\$ 11.28	\$ 338.38	EDI-732632	Ultracheck	US1320MHP-05	1 ea > 5pr/cs	
27	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/	Physio	EA	20	\$ 9.23	\$ 184.55	\$ 9.90	\$ 198.06	EDI-732633	Ultracheck	US0814MHP-05	1 ea > 5pr/cs	
28	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/	Physio	EA	20	\$ 17.85	\$ 357.05	\$ 18.83	\$ 376.65	EDI-732634	Ultracheck	US3242MHP-05	1 ea > 5pr/cs	
29	Physio Control Compatible Reusable Blood Pressure Cuff NIBP/	Physio	EA	20	\$ 25.51	\$ 510.23	\$ 26.76	\$ 535.24	EDI-732636	Ultracheck	US4250MHP-05	1 ea > 5pr/cs	
30	NIBP Hose, Bayonet Design, Coiled 9ft	Physio		15	\$ 49.32	\$ 739.77	\$ 51.41	\$ 771.13	EDI-7336	Physio	21300-008148	1 ea	69.00
31	NIBP Hose, Bayonet Design, Uncoiled	Physio		15	\$ 50.18	\$ 752.73	\$ 52.30	\$ 784.54	EDI-712501	Physio	21300-008147	1 ea	71.25
32	SPO2 Extension Cable Masimo 4 foot cable for the Masimo Set R	Masimo	N/A	100	\$ 85.23	\$ 8,522.73	\$ 88.59	\$ 8,858.53	EDI-705211	Masimo	2406	1 ea	
33	Thermoscan Probe Covers 200/box	Alternative or Equivalent	BOX 200	100	\$ 15.95	\$ 1,595.45	\$ 16.87	\$ 1,686.76	EDI-745401	Welch Allyn	06000-005 / 26801	200/bx	
34	Zoll AED Plus STAT-PADZ II (adult)	Zoll	PAIR	20	\$ 37.59	\$ 751.82	\$ 39.27	\$ 785.35	EDI-316210	zoll	8900-0802-01	10/pk	
	<b>Percentage Discount off Balance of Product Line for Lot 6</b>							<b>24%</b>		#N/A	#N/A	X	
	<b>Lot #7 Miscellaneous Emergency Equipment and Supplies</b>									#N/A	#N/A	X	

	Item	Brands	Unit of Issue	Estimated Quantity	Unit Price without RFID Tags	Extended Price without RFID Tags	Unit Price with RFID Tags	Extended Price with RFID Tags		#N/A	#N/A	X	
1	High Five Blaze 10.5 PF Nitrile Glove (Small)	MicroFlex	BOX 10	100	\$ 7.95	\$ 795.00	\$ 8.30	\$ 830.00	EGL-520701-S	Microflex	N481	100/bx > 10bx	110.00
2	High Five Blaze 10.5 PF Nitrile Glove (Medium)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520702-S	Microflex	N482	100/bx > 10bx	13.90
3	High Five Blaze 10.5 PF Nitrile Glove (Large)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520703-S	Microflex	N483	100/bx > 10bx	13.90
4	High Five Blaze 10.5 PF Nitrile Glove (X-Large)	MicroFlex	BOX 10	500	\$ 7.95	\$ 3,975.00	\$ 8.30	\$ 4,150.00	EGL-520704-S	Microflex	N484	100/bx > 10bx	13.90
5	High Five Blaze 10.5 PF Nitrile Glove (XX-Large)	MicroFlex	BOX 10	200	\$ 7.95	\$ 1,590.00	\$ 8.30	\$ 1,660.00	EGL-520705-S	Microflex	N485	100/bx > 10bx	13.90
6	King Vision Standard Blade (KV031)	Ambu	EA	200	\$ 40.85	\$ 8,170.45	\$ 42.64	\$ 8,528.82	EAW-235822	Ambu	KVL03	1 ea	46.25
7	King Vision Channeled Blade (KV003)	Ambu	EA	200	\$ 40.85	\$ 8,170.45	\$ 42.64	\$ 8,528.82	EAW-235823	Ambu	KVL03C	1 ea	40.85
8	Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730000	Medsource	MS-BP100	1 ea	6.89
9	Large Adult Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730004	Medsource	MS-BP200	1 ea	6.89
10	Child Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730002	Medsource	MS-BP300	1 ea	7.70
11	Infant Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730003	Medsource	MS-BP400	1 ea	6.89
12	Thigh Manual BP Cuff with Gauge	Alternative or Equivalent	EA	150	\$ 5.10	\$ 765.34	\$ 5.63	\$ 844.85	EDI-730006	Medsource	MS-BP500	1 ea	
13	SOF Tactical Tourniquet, Wide, Black	Tactical Medical Solutions	EA	150	\$ 24.28	\$ 3,642.61	\$ 25.49	\$ 3,823.68	EFA-351531-BK	Tactical	SOFTT-W	1 ea	
14	Celox Rapid Hemostatic Gauze, Z-Fold, 3" By 5foot	Celox	EA	40	\$ 29.38	\$ 1,175.00	\$ 30.76	\$ 1,230.47	EFA-105832	Celox	30-220	1 ea	32.50
15	Celox Rapid Ribbon Hemostatic Gauze, Z-Fold, 1" by 5foot	Celox	EA	40	\$ 23.83	\$ 953.18	\$ 25.02	\$ 1,000.82	EFA-105837	Celox	30-225	1 ea	
16	Celox Rapid Hemostatic Gauze, Z-Fold, 10foot	Celox	EA	40	\$ 29.76	\$ 1,190.45	\$ 31.16	\$ 1,246.47	EFA-105831	Celox	30-210	Discontinued	
17	Cobat Cravat	Alternative or Equivalent	EA	50	\$ 2.01	\$ 100.57	\$ 2.43	\$ 121.62	TAC-8646	H&Hassoc	HHSBD01	1 ea	
18	Olaes Bandage, 4 inches	Alternative or Equivalent	EA	50	\$ 3.13	\$ 156.25	\$ 3.59	\$ 179.26	EFA-101102	Dynarex	3683	1ea > 100cs	
19	Olaes Bandage, 6 inches	Alternative or Equivalent	EA	50	\$ 3.69	\$ 184.66	\$ 4.17	\$ 208.68	EFA-101202	Dynarex	3684	1 ea > 50/cs	
20	Universal SAM Splint II, 36 inches Flat, Dark Green	Alternative or Equivalent	EA	50	\$ 2.84	\$ 142.05	\$ 3.29	\$ 164.56	ESP-633610-OR	Dynarex	230564	1ea > 100cs	
									Does not come in green		X		
21	Blast Bandage	Alternative or Equivalent	EA	100	\$ 6.53	\$ 653.41	\$ 7.11	\$ 711.47	EFA-101335	Tactical	BLAST	1 ea	
22	Coflex 4" by 5 yards	Alternative or Equivalent	EA	200	\$ 20.45	\$ 4,090.91	\$ 21.53	\$ 4,305.29	efa-107804	Dukal	8045T	18/bx	
23	Coflex 6" by 5 yards	Alternative or Equivalent	EA	200	\$ 19.20	\$ 3,840.91	\$ 20.23	\$ 4,046.47	efa-107806	Shield Line	MPR-65105	12/bx	
24	Elastic Bandage Rolls 4" by 4.5 yards	Alternative or Equivalent	EA	100	\$ 3.75	\$ 375.00	\$ 4.23	\$ 423.24	efa-1072	Dukal	504LF	10/bx > 5bx/cs	
25	IV Start Kit	Alternative or Equivalent	EA	200	\$ 0.95	\$ 190.91	\$ 1.34	\$ 267.65	edi-349999	QuadMed	EDI-349999	1 ea	

26	Adult Traction Split	Alternative or Equivalent	EA	25	\$ 70.60	\$ 1,765.06	\$ 73.44	\$ 1,836.10	ESP-311001-OR	EPandR	EP-800	1 ea	
27	Pedi Traction Split	Alternative or Equivalent	EA	25	\$ 139.77	\$ 3,494.32	\$ 145.06	\$ 3,626.40	ESP-3101	Faretec	1126512	1 ea	
28	KED	Alternative or Equivalent	EA	25	\$ 54.25	\$ 1,356.25	\$ 55.33	\$ 1,383.25	EBB-4661-GR	Medsource	MS-ED2253	1 ea	
29	Pedi Immobilizer	Alternative or Equivalent	EA	25	\$ 178.00	\$ 4,450.00	\$ 178.35	\$ 4,458.75	EBB-175099	QuadMed	EBB-175099	1 ea	
30	Multi-Cuff BP System (Large Adult, Reg Adult, Child, Infant, This	Alternative or Equivalent	EA	25	\$ 56.82	\$ 1,420.45	\$ 59.17	\$ 1,479.34	edi-732501-bl	Medsource	MS-MED5N	1 ea	
31	Dual Bell Stethoscope , Sprague Rappaport Type	Alternative or Equivalent	EA	100	\$ 5.11	\$ 511.36	\$ 5.64	\$ 564.41	EDI-7370-BK	Zulco	100-3001BLK	1 ea	
32	Pelican 1550 Case, Orange with EMS Inserts Top and Bottom	Pelican	EA	40	\$ 234.61	\$ 9,384.55	\$ 243.24	\$ 9,729.76	1550ems	pelican	1550ems	1 ea	313.85
33	Pelican 1550 Case, Yellow with EMS Insert Top Only	Pelican	EA	40	\$ 234.61	\$ 9,384.55	\$ 243.24	\$ 9,729.76	1550ems	pelican	1550ems	1 ea	313.85
34	Pelican Lid Medication Insert for 1550	Pelican	EA	40	\$ 59.00	\$ 2,360.00	\$ 59.35	\$ 2,374.00	ECC-155411	Pelican	ECC-155411	1 ea	59.00
35	Pelican 1550 EMS Inserts Bottom	Pelican	EA	40	\$ 96.31	\$ 3,852.27	\$ 100.06	\$ 4,002.24	ECC-155403	Pelican	1555	1 ea	99.99
36	O2 Regulator, 0-25 LPM, Barb and 2 DISS Power Take-Offs - #C	Meret	EA	100	\$ 27.20	\$ 2,720.00	\$ 27.55	\$ 2,755.00	EAW-280601	Cramer	AREG8725-B2D	1 ea	27.20
37	LifePak 15 Standard Carrying Case	Physio	EA	20	\$ 256.40	\$ 5,127.95	\$ 265.80	\$ 5,315.94	EDI-707715	Physio	11577-000002	1 ea	282.00
38	LifePak 15 Top Pouch	Physio	EA	10	\$ 49.93	\$ 499.30	\$ 52.28	\$ 522.80	EDI-707718	Physio	11220-000028	1 ea	51.50
39	LifePak 15 Rear Pouch	Physio	EA	10	\$ 69.48	\$ 694.80	\$ 72.83	\$ 728.30	EDI-707716	Physio	11260-000039	1 ea	89.00
40	LifePak 15 Shoulder Strap	Physio	EA	20	\$ 32.50	\$ 650.00	\$ 33.50	\$ 670.00	EDI-707717	Physio	11577-000001	1 ea	33.45
41	M.U.L.E. Pro Multi Use Large Equipment Response System - RS	Meret	EA	5	\$ 261.31	\$ 1,306.53	\$ 270.88	\$ 1,354.40	ECC-2525-BK	Meret	M5107	1 ea	283.77
42	XTRA Fill Pro Modules - TS2 Ready(Infectious Control Bag)	Meret	EA	5	\$ 52.22	\$ 261.08	\$ 54.41	\$ 272.04	ECC-2563-RD	Meret	M5101C-F	1 ea	
43	Recovery PRO O2 Response Bag - TS2 Ready Tactical Black	Meret	EA	5	\$ 147.67	\$ 738.35	\$ 153.23	\$ 766.16	ECC-2540-TB	Meret	M5108	1 ea	171.31
44	XTRA Fill Pro Modules - TS2 Ready Tactical Black (Infectious C	Meret	EA	5	\$ 52.22	\$ 261.08	\$ 54.41	\$ 272.04	ECC-2563-TB	Meret	M5101C-TB	1 ea	
45	10 Point Bridle Strap - Velcro black	Alternative or Equivalent	EA	1000	\$ 31.53	\$ 31,534.09	\$ 33.00	\$ 32,997.06	EST-382502	DMS	22000BK	1 ea	
46	Cric Kit	Alternative or Equivalent	EA	100	\$ 3.90	\$ 390.00	\$ 4.33	\$ 433.00	EAW-245399	QuadMed	EAW-245399	1 ea	3.90
47	Decomp Kit	Alternative or Equivalent	EA	100	\$ 9.50	\$ 950.00	\$ 9.99	\$ 999.00	EAW-24550099	QuadMed	EAW-24550099	1 ea	9.50
	VBM Quicktrach II Percutaneous Cricothyrotomy	VBM Quicktrach II	EA	100	\$ 130.45	\$ 13,045.45	\$ 135.41	\$ 13,540.88	EAW-245012	VBM	30-10-904-1	1 ea	
				<b>Percentage Discount off Balance of Product Line for Lot 7</b>				<b>22%</b>					



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that QuadMed, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of QuadMed, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Dale Van Pelt

Title: Bid Specialist

Date: 3/15/2024

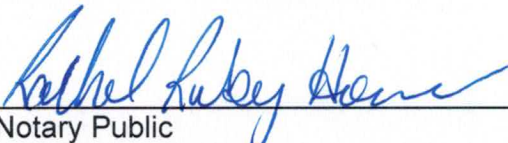
In Process

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15th day of March, 2024 by Dale Van Pelt, Bid Specialist [name of officer or agent, title of officer or agent] of QuadMed, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced V514-160-57-424-0 FLDL [type of identification] as identification.

[Notary Seal]

  
Notary Public

Rachel Ruby Hower  
Name typed, printed or stamped

My Commission Expires: Nov 8, 2024





Company ID Number: 1602218

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the QuadMed, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





**Company ID Number:** 1602218

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and





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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
  4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

In Process



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**Approved by:**

<b>Employer</b> QuadMed, Inc.	
Name (Please Type or Print) Melinda Langorgen	Title
Signature Electronically Signed	Date 10/27/2020
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

In Process





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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	QuadMed, Inc.
Company Facility Address	11210-1 Phillips Industrial Blvd E Jacksonville, FL 32256
Company Alternate Address	PO Box 550773 Jacksonville, FL 32255
County or Parish	DUVAL
Employer Identification Number	593184908
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1





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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Marley Price  
Phone Number (800) 933 - 7334  
Fax Number (877) 367 - 7759  
Email Address sales@quadmed.com

Name Lisa Price  
Phone Number (800) 933 - 7334  
Fax Number (877) 367 - 7759  
Email Address lisa@quadmed.com

Name Melinda Langorgen  
Phone Number (800) 933 - 7334  
Fax Number (877) 367 - 7759  
Email Address bids@quadmed.com

In Process



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In Process

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# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	OVER \$50K														
<b>Division</b>	FLEET	<b>Account #</b>	65010071-052000														
<b>Subject:</b> RESOLUTION 2024-XX APPROVING PIGGYBACKING THE BREVARD COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING OF THE AGREEMENT FOR AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS AS NEEDED																	
<b>Presenter:</b> Matthew Mancill, Director of Public Works																	
<b>Attachments:</b>																	
<ul style="list-style-type: none"> <li>1. Resolution</li> <li>2. Contract</li> </ul>																	
<b>Background:</b>																	
<b>Council Priority:</b>																	
<b>B. Safe and Reliable Services</b>																	
<p>City Staff is recommending piggybacking the Brevard County Contract No. B-5-24-18 with EFE, Inc., (Everglades Equipment Group) for the purchase of various agricultural equipment OEM replacement parts as needed for City fleet mower and small equipment maintenance and repair. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p>																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>Source of Funds Worksheet FY 2024</b></td> </tr> <tr> <td colspan="2"><b>FLEET FUND OPERATING SUPP &amp; EQUIP UNDER \$5K</b></td> </tr> <tr> <td><b>65010071-052000</b></td> <td style="text-align: right;"><b>\$735,400.00</b></td> </tr> <tr> <td>Total Expended/Encumbered to Date</td> <td style="text-align: right;">\$652,393.19</td> </tr> <tr> <td>Pending Work Order/Contracts</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Current (WO/Contract)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Balance</b></td> <td style="text-align: right;"><b>\$83,006.81</b></td> </tr> </table>				<b>Source of Funds Worksheet FY 2024</b>		<b>FLEET FUND OPERATING SUPP &amp; EQUIP UNDER \$5K</b>		<b>65010071-052000</b>	<b>\$735,400.00</b>	Total Expended/Encumbered to Date	\$652,393.19	Pending Work Order/Contracts	\$0.00	Current (WO/Contract)	\$0.00	<b>Balance</b>	<b>\$83,006.81</b>
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Current (WO/Contract)	\$0.00																
<b>Balance</b>	<b>\$83,006.81</b>																
<b>Recommended Action:</b>																	
<p><b>ADOPT RESOLUTION 2024-XX APPROVING PIGGYBACKING THE BREVARD COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING OF THE AGREEMENT FOR AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS AS NEEDED</b></p>																	

**RESOLUTION 2024-\_\_\_\_**  
**PIGGYBACKING THE BREVARD COUNTY, FLORIDA**  
**CONTRACT WITH EFE, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE BREVARD COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE AND PRICING OF THE AGREEMENT FOR AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS AS NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, EFE, Inc., (Everglades Equipment Group), has expressed a desire to provide parts and supplies for City fleet mower and small equipment maintenance and repair; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Brevard County Contract No. B-5-24-18 with EFE, Inc., (Everglades Equipment Group) for the purchase of various agricultural equipment OEM replacement parts as needed for City fleet mower and small equipment maintenance and repair.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the Brevard County Contract No. B-5-24-18 with EFE, Inc., (Everglades Equipment Group) for the purchase of various agricultural equipment OEM replacement parts as needed for City fleet mower and small equipment maintenance and repair as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.



**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Contract B-5-24-18 Brevard County

BPO Mgr. Approval

DS  
JR



**CONTRACT EXECUTIVE OVERVIEW**

Vendor Name: EFE, INC dba EVERGLADES EQUIPMENT GROUP

Bid/Contract Ref # B-5-24-18 AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS

Agency Name: BREVARD COUNTY, FL

Contract Type: PIGGYBACK

Contract Value OVER \$50K

Resolution # 2024-

City Council Approval Date: \_\_\_\_\_

Contract Term End Date 3/30/2029

Renewable Y/N NO

If yes # and length of renewals: NONE

City's Project Manager(s) ROGER LACHANCE

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Brevard County, FL Agreement for Agricultural Equipment OEM Replacement Parts as needed.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

City Manager \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name and Email Clint Vaughn cvaughn@efe1963.com



# City of PALM COAST

**Finance Department**  
**Budget & Procurement Office**

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

EVERGLADES EQUIPMENT GROUP  
Clint Vaughn  
138 Professional Way  
Wellington, FL 32779

RE: Engagement Letter Authorizing Piggyback

AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS

Contract Name

BREVARD COUNTY, FL BID B-5-24-18

Contract Reference

Dear Clint,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

*Jesse K. Scott*

Jesse K. Scott  
Procurement Coordinator  
jkscott@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

**EVERGLADES EQUIPMENT GROUP**

*Clint Vaughn*

77290EE25D7741D... [Authorized Signatory]

Print Name: Clint Vaughn

Title: Governmental Sales Division Manager

Date: Mar 13, 2024 | 10:44 AM EDT



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**


**EVERGLADES EQUIPMENT GROUP**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

DocuSigned by:  
  
(Authorized Signatory)  
Print Name: Clint Vaughn

Title: Governmental Sales Division Manager

Date: Mar 13, 2024 | 10:44 AM EDT

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

**Everglades Equipment Group** is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: **Clint Vaughn**

Title: **Governmental Sales Division Manager**

DocuSigned by:  
Signature: *Clint Vaughn*  
77290EE25D7741D...

Date: **Mar 13, 2024 | 10:44 AM EDT**





**Purchasing Services**  
 2725 Judge Fran Jamieson Way  
 Building C, Room 303  
 Viera, Florida 32940

**NOTICE OF AWARD**  
**DATE: March 5, 2024**

**B-5-24-18 Agriculture Equipment OEM Replacements Parts**

PROCUREMENT ANALYST: Tramesha Flood

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
EFE, Inc.	Wellington, FL	See Tabulation	See Tabulation

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA):  
 (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

**Bowers, Mary** Digitally signed by Bowers, Mary  
Date: 2024.03.05 10:29:41 -05'00'  
 \_\_\_\_\_  
 Mary Bowers, Purchasing Manager

AWARDED BY A COMMITTEE CONSISTING OF:

FOR PURCHASING USE ONLY:

ONE-TIME PURCHASE


ANNUAL BID:  
 EFFECTIVE DATE: 3/31/2024      ENDING DATE: 03/30/2029  
 RENEWAL OPTION  One year  Other (fill in) \_\_\_\_\_

- Prompt Payment Discount Offered  Yes \_\_\_\_\_ (Terms)  NO
- Performance and payment bonds received with construction contract documents.
- Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- Please provide certificate of insurance.
- Please provide performance and payment bonds as required.
- OTHER: Provide current W9

In Process

<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			<h1>INVITATION TO BID</h1> <h2>Bid Acknowledgment</h2>
PROCUREMENT ANALYST: Tramesha Flood		(321) 617-7390 Ext. 59335	AN EQUAL OPPORTUNITY EMPLOYER
BID SPECIFICATIONS MAY BE OBTAINED AT: <a href="http://myvendorlink.com">myvendorlink.com</a>			
RELEASE DATE: January 23, 2024	BID TITLE: Agricultural Equipment OEM Replacement Parts	BID NUMBER: B-5-24-18	BID OPENING DATE AND TIME: February 13, 2024 @ 10:30 am
PRE-BID DATE, TIME, AND LOCATION: N/A			<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory
<b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>			

**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:  EFE, INC. dba Everglades Equipment Group 138 Professional Way Wellington, FL 33414	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 59-1000566
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( 561 ) 897 0693	If returning as a "no bid," state the reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this bid for the Contractor. In submitting a bid to Brevard County (the "County"), the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this I.T.B. and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County.**

AUTHORIZED SIGNATURE (MANUAL)  
*Clive Vaughn*

NAME (PRINTED)  
Governmental Division mgr.

TITLE

DATE  
02/12/24

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

Sworn to and subscribed before me this 12 day of Feb 2024

Personally known:

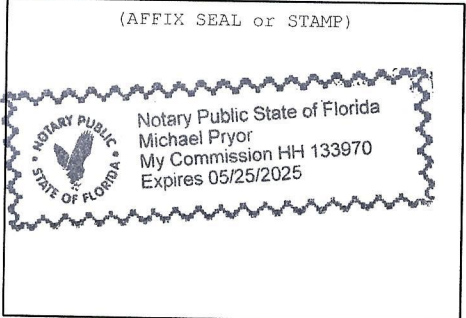
Or produced identification:  Type of ID: Driver's License

SIGNATURE OF NOTARY PUBLIC  
*Michael Pryor*

STATE  
FL

NAME OF NOTARY PUBLIC (PRINTED)  
Michael Pryor

My commission expires 05/25/2025



**BOND DATA**

<b>CONTRACTOR MUST PROVIDE:</b>		<b>AMOUNT:</b>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CONSTRUCTION BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND



**GENERAL CONDITIONS, TERMS, AND PROVISIONS**

1. **DEFINITIONS:**
  - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
  - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
  - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
  - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
  - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
  - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
  - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall



- include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
  20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
  21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
  22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
  23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
  24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
  25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
  26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
  27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.
  28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
  29. **PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.



30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat., as amended from time to time.
31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.
32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
- The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor,



and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform

the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor



offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat., as amended from time to time.
51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the CONTRACTOR shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records

Law, Chapter 119, Fla. Stat., as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor’s duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor’s obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County’s option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat., as amended from time to time, punishable as a misdemeanor.
55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes,

which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat., as amended from time to time;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any vendor or contractor who is allegedly aggrieved in connection with the solicitation or intended award recommendation of a solicitation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5<sup>th</sup> full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protestor to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protestor on the merits of the protest.

The protestor may appeal the Purchasing Manager's decision, in writing, within five (5) business days after the date of the written decision by the Purchasing Manager. This appeal by the protestor elevates the matter to a formal Protest Committee.

Within seven (7) business days after receipt of the protestor's appeal to the Purchasing Manager's decision, the Purchasing Manager will arrange a meeting of the Protest Committee and the protestor. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. Public meeting notices will be posted.

The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: review the basis of the protest, evaluate the facts and merits of the protest and, if possible, to reach a resolution of the protest. For the purpose of the Protest Committee hearing, resolution shall mean the protestor finds the decision of the Protest Committee acceptable. Protestor shall notify the Purchasing Manager no later than 5:00 p.m. on the third business day following the Protest Committee.

In the event the matter is not resolved with the protestor's acceptance of the Protest Committee's decision, the Central Services Director will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. If the County Manager cannot bring the matter to resolution, a copy of the Agenda Report will be furnished immediately to all affected parties. The affected



parties may appear before the Board of County Commissioners as a final means of administrative remedy.

**STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

**57. Federal Emergency Management Agency (FEMA) Contract Requirements:**

During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said

contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of,

(2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity’s net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Florida Statutes § 287.05701, the County shall not consider, give preference based upon, or request documentation regarding a vendor’s social, political, or ideological interests when determining the vendor’s qualifications.

**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**CONTRACTOR'S CHECKLIST**

*The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.*

- Signed/Notarized Bid Invitation, including Electronic Copy on USB
- Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- Written Authorization/Authorized Distributor Letter from Manufacturer(s)
- Foreign Influence on Contracts or Grants (\$100,000 or more)
- Contractor Affidavit Regarding Scrutinized Company List
- Reference Form with a minimum of three (3) / maximum of five (5) references listed

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**Introduction and Submittal Information**

1. **PURPOSE**

Brevard County Purchasing Services is soliciting bids for the purchase of Agricultural Equipment Original Equipment Manufacturer (OEM) replacement parts for the following manufacturers:

- Alamo Industrial®, Bush Hog®, Hustler® Turf Equipment, John Deere, Kubota Tractor, and Massey Ferguson® (AGCO)

2. **CONTRACT PERIOD**

The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing.

3. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Tramesha Flood, Purchasing Services at 321-617-7390 x59335 or by email at [Tramesha.Flood@brevardfl.gov](mailto:Tramesha.Flood@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Tramesha Flood at [Tramesha.Flood@brevardfl.gov](mailto:Tramesha.Flood@brevardfl.gov). To be given consideration, such requests must be received in writing no later than **February 5, 2024, by close of business at 5:00 pm.**

4. **RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than February 13, 2024, at 10:30 am.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) .  
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If



the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

6. **BID SUBMITTAL PACKAGE REQUIREMENTS**

If submitting hard copies of the bid, the vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

7. **QUANTITIES**

Quantities listed are estimated for a one (1) year period for aid in bid preparation only. They are not intended to represent the actual quantities which will be purchased. The quantity may be more or it may be less.

8. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**Delivery Instructions**

1. **DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

Deliveries will be made to the following locations. Other locations may be added with written notice from the County at its sole discretion.

- a. Central Disposal Facility  
Vehicle Maintenance Shop  
2250 Adamson Rd., Cocoa  
➤ *Deliveries to be made Monday—Friday between the hours of 8:00am – 5:00pm.*
- b. Central Fleet  
Vehicle Maintenance Shop  
4694 N. Wickham Rd., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 12:00pm and 1:00pm – 3:30pm.*
- c. Mosquito Control – South  
Vehicle Maintenance Shop  
800 Perimeter Rd., Titusville  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- d. Mosquito Control – South  
Vehicle Maintenance Shop  
3 Pilots Way, Valkaria  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- e. Parks & Recreation – North Area Maintenance  
475 N. Williams Dr., Titusville  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- f. Parks & Recreation – Central Area Maintenance  
  
591 Cone Rd., Merritt Island  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- g. Parks & Recreation – South Area Maintenance  
Wickham Park Trades Building  
2500 Parkway Dr., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- h. Parks & Recreation – Environmentally Endangered Lands (EEL) Program  
91 East Dr., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*

i. Road & Bridge – South Area Maintenance

Vehicle Maintenance Shop

4690 N. Wickham Rd., Melbourne

- Deliveries are to be made Monday—Friday between the hours of 7:30am – 12:00pm and 1:00pm – 3:30pm.

No deliveries are allowed to be made on holidays. The Board of County Commissioners has approved the following holiday schedule:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day & Day After
- Christmas Eve
- Christmas Day

Delivery shall be made to the County with no minimum order restrictions. Brevard County will not pay any shipping or handling charges.

2. **DELIVERY TIME**

Delivery of Normal "Stock" items shall be made within twenty-four (24) hours after notification of order.

3. **CANCELLATION**

The County reserves the right to add or delete any item(s) under this agreement.

The County reserves the right to cancel this agreement at any time if the services being provided do not meet the minimum requirements set forth in this Invitation to Bid.

4. **PLACING ORDERS**

A blanket purchase order (PO) will be issued to the awarded Contractor with the understanding that all items delivered must meet or exceed the specifications herein. The Contractor—at their own expense—will pick up items delivered that do not meet specifications, and the County shall receive full credit.

5. **WARRANTY**

The successful contractor shall provide the factory warranty on all equipment purchased under this agreement against materials and/or workmanship defects. The factory warranty shall become effective on the date of acceptance by the County. Warranties shall be indicated on the catalog link provided on the price sheet or included with the bid submission.

6. **REPLACEMENT PARTS**

- a. Contractors must be an authorized distributor for the manufacturers for which a bid is submitted. **For every manufacturer bid, contractor must include—WITH THEIR BID—an authorization or authorized distributor letter from the manufacturer.**
- b. Replacement parts will be ordered by OEM number, manufacturer part number, vehicle application, or vehicle identification number (VIN). If ordered by OEM number, any necessary crossover to dealer part number will be the responsibility of the Contractor.



- c. No substitutions of items, brands, etc., are to be made by the contractor. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the contractor proposes to furnish the item as identified and does not propose to furnish an "Equal."
- d. Awarded Contractor(s) guarantees that all parts furnished to Brevard County shall be new, or OEM remanufactured, and meets or exceeds respective manufacturer's OEM specifications. OEM remanufactured parts are acceptable to the County only when requested and must be accompanied by a manufacturer warranty.
- e. Awarded Contractor(s) shall guarantee replacement of improperly manufactured items. The contractor shall make replacements within twenty-four (24) hours of notification of the defect by the County.

7. **MANUFACTURER'S PRICE LIST**

- a. Price quoted shall be a percentage discount off the current manufacturer's price list only.
- b. Awarded Contractor(s) shall be obligated to furnish Brevard County Purchasing Services, Parks & Recreation, Mosquito Control, Road & Bridge, and Solid Waste all current Manufacturer's Published Price List in one of the following methods:
  - E-mail
  - Internet hyperlink
  - Windows® compatible CD/DVD or USB flash drive

8. **RETURN OF MERCHANDISE**

Awarded Contractor(s) shall accept, for full credit, any non-special order, stock item merchandise that is returned by Brevard County within six (6) months from the time of the order placement. All returned merchandise shall include reference to the applicable invoice or packing slip and be in new condition, and have never been installed on a machine to allow resale by the contractor. Full credit shall include all costs incurred by the County as determined by the invoice or packing slip.

9. **EVALUATION**

Award of this bid will be made to the lowest, most responsive, responsible contractor(s). Contractors may bid on as few as one manufacturer or as many as all manufacturers listed on the Price Sheet. Bid offers will be evaluated based on the percent discount off the current Manufacturer's Price List. It is the County's intent to award a primary and secondary Contractor. The Secondary Contractor will be ordered if the Primary Contractor cannot supply the ordered items within the delivery times specified.

As the best interest of the County may require, the right is reserved to make award(s) by:

- individual items, group of items, all or none, or a combination thereof;
- on a geographical basis and/or on a countywide basis with one or more suppliers;
- to reject any and all bids or waive any minor irregularity or technicality in bids received.

Therefore, all contractors should put forth their best and final pricing when submitting their bid without reference to alternative pricing arrangements.

10. **OBSOLESCENCE**

Successful contractor shall agree to accept all parts that become obsolete or unused on a return basis provided they be in re-sellable condition. The County shall receive dollar credit on the original acquisition price paid by the County.

All invoices shall indicate dealer cost for each item as well as the unit cost to be paid by the County, thus enabling the County to ensure the correct percentage discount is applied. All invoices must legibly identify each item by appropriate manufacturer, part number, purchase order number, quantity purchased, invoice number, unit cost, discount, and net purchase amount. Brevard County invoices shall be submitted to individual county departments for materials ordered under this agreement.

11. **REPAIRS**

If any contractor is authorized and has the facilities to repair equipment as listed on the Price Sheet, contractor shall provide an hourly rate on the Price Sheet for repairs of said equipment. This rate is requested for the purposes of establishing a rate with the awarded (s) only and will not be used in the evaluation of the bid. However, all awarded Contractors will be expected to adhere to the rate bid should they be awarded any portion of the agreement. Hourly rate shall include direct labor, miscellaneous tools, and equipment, overhead, and total profit.



**Agricultural Equipment OEM Replacement Parts  
B-5-24-18  
PRICE SHEET**

Bid price to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

DESCRIPTION	PERCENTAGE DISCOUNT OFF LIST PRICE FOR PARTS & EQUIPMENT	TITLE AND DATE OF CURRENT PUBLISHED LIST	CATALOG WEBSITE / LINK
Alamo Industrial®	5%	02/09/2024	Evergladesfarmequipment.com
Bush Hog®	5%	02/09/2024	Evergladesfarmequipment.com
Hustler® Turf Equipment	No Bid		
John Deere	6%	02/02/2024	Evergladesfarmequipment.com
Kubota Tractor	No Bid		
Massey Ferguson®	No Bid		

- **Catalog Discount for brand names carried by contractor but not listed above: Stihl Power Equipment – 21% Stihl Parts & Accessories 26%/20%  
\_\_\_\_%**
- **Hourly Labor Rate, if applicable, for repairs to any of the above bid equipment: \$ N/A /hr.**

**ACH PAYMENTS**

Does your company accept ACH Payment Method? \_\_\_\_ X Yes / \_\_\_\_ No

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for **B-5-24-18 / Agricultural Equipment OEM Replacement Parts**

COMPANY NAME: Everglades Equipment Group

ADDRESS 138 Professional Way Wellington, FL 32779

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE # 561 897 0693 FAX # \_\_\_\_\_

EMAIL: cvaughn@efe1963.com

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover**

**the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

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B-5-24-18

**Agricultural Equipment OEM Replacement Parts  
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF  
\$100,000 OR MORE**

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity’s net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

- YES / NO - X I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO - X I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO -X I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

- YES / NO - X Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

*CVS 02/12/24*



YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern: \_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name of person making statement).

[Notary Seal]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

### CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared

Christ Vang, who, being by me first duly sworn, made the following statement:

1. The Business address of Everglades Equipment Group (name of Contractor) is \_\_\_\_\_.
2. My relationship to Everglades Equipment Group (name of Contractor) is Gen. Div. mgr. (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

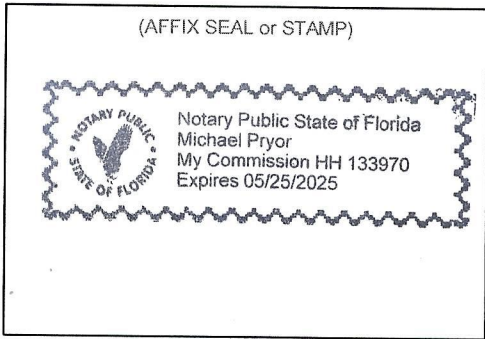
5. Everglades Equipment Co. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Everglades Equipment Group (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Kempes Equipment Group (name of Contractor) is not engaged in business operations in Cuba or Syria.

  
\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 12  
day of Feb, 2024.

  
\_\_\_\_\_  
Notary Public

My commission expires: 05/25/2025





**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: City of Palm Coast

Date of Services: 2014 – current

Description of Services: Wholegoods, parts, and service

Street Address: 1 Wellfield Grade

City, State, ZIP Code: Palm Coast, FL 32137

Telephone #: 386 986 2340

Contact Person: Roger Lachance

Email: rlachance@palmcoastgov.com

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Ref #2. Customer/Client: Volusia County

Date of Services: 2014 – Current

Description of Services: Wholegoods, parts, and service

Street Address: 1270 Indian Lake Rd

City, State, ZIP Code: Daytona Beach, FL 32124

Telephone #: 386 254 1595

Contact Person: Robert Gilmore

Email: rgilmore@volusia.org

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Ref #3. Customer/Client: Seminole County

Date of Services: 2019 – Current

Description of Services: Wholegoods, Service, Parts

Street Address: 141 Bush Loop

City, State, ZIP Code: Sanford, FL 32773

Telephone #: 407 665 5289

Contact Person: Brooke Cullison

Email: bcullison@seminolecountyfl.gov

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CONTRACTOR NAME: Everglades Equipment Group

ADDRESS: 138 Professional Way Wellington, FL 32779

PRINTED SIGNATURE Clint Vaughn

AUTHORIZED SIGNATURE [Signature]

TELEPHONE: 561 897 0693 FAX# \_\_\_\_\_ DATE 02/12/24

EMAIL: cvaughn@efe1963.com



Alamo Industrial  
Attn: Tom Cioffi  
Operations Manager City of Deltona

Dear Tom,

This letter is to confirm that Alamo Industrial is the sole source supplier of the Alamo Industrial Boom Mowers, and accompanying replacement parts manufactured by Alamo Industrial. The Alamo Industrial Boom Mower are products that are factory mounted on special order, product specific tractors.

The Alamo Industrial Boom Mower is manufactured and sold by Alamo Industrial and through our dealer distribution. Everglades Equipment Group is our only dealer for Alamo Industrial Whole Goods within 50 miles of the City of Deltona

I trust this is satisfactory, and if you need anything else please do not hesitate to contact me.

In Process

Best Regards,



Steven Guhr  
Regional Manager North America  
Alamo Group (TX) Inc.  
1502 E. Walnut Street  
Seguin, TX 78155  
Cell 830-832-1776





October 19, 2023

To Whom It May Concern,

This letter certifies and authorizes all Everglades Farm Equipment stores to represent our Bush Hog products on our Sourcewell contract number 070821-BHG. Everglades Farm Equipment is an authorized dealer of all our Bush Hog products, parts, and service and is in good standing with Bush Hog. Our Sourcewell contract states our authorized dealers may receive purchase orders from Sourcewell members and Bush Hog will report all sales to Sourcewell to complete the entire audit documentation process.

If you have any questions, please feel free to contact us.

Best regards,

*Jimmy Anderson*

Jimmy Anderson  
National Sales Manager

In Process



**JOHN DEERE**

Agriculture & Turf Division  
2000 John Deere Run  
Cary, North Carolina 27513

September 7, 2023

Diane Goffio  
Pasco County Fleet Maintenance

Dear Ms. Goffio,

Everglades Equipment Group is an authorized John Deere Dealer and provider of agricultural and turf parts, sales, and service. They are assigned marketing responsibility across much of Central and South Florida including Pasco County.

As an authorized independent dealer for John Deere Company Ag and Turf products, Everglades Equipment Group maintains an inventory of equipment as well as genuine John Deere parts and a staff of factory trained technicians responsible for providing parts and service for the users of John Deere equipment.

Other parts suppliers will sometimes represent themselves as having available "will fit" parts that will work on of fit John Deere products. Genuine John Deere parts are sold exclusively through authorized John Deere Dealers.

If you have additional questions, please feel free to contract me directly by email at [Robbinsnormanp@johndeere.com](mailto:Robbinsnormanp@johndeere.com) or by telephone at 850-261-7356

Respectfully,

N. P. Robbins  
Territory Manager, John Deere Company  
850-261-7356

B-5-24-18

**Agricultural Equipment OEM Replacement Parts  
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF  
\$100,000 OR MORE**

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / NO - X I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES - X/ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO - X I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

YES / NO - X Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern: \_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: [Handwritten Signature]

Date: 02/13/24

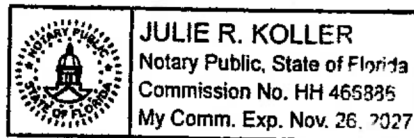
Title: Governmental Division Manager

STATE OF FLORIDA

COUNTY OF LAKE

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 13 day of FEBRUARY, 2024, by (name of person making statement).

[Notary Seal]



[Handwritten Signature: Julie R. Koller]  
Notary Public Signature

Julie R. Koller  
Name typed, printed or stamped

My Commission Expires: 11/26/2027

Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In Process

ATTACH PROOF OF REGISTRATION HERE





### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

*In Process*

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Everglades Equipment Group (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
  4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

In Process



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Approved by:

<b>Employer</b> Everglades Equipment Group	
<b>Name (Please Type or Print)</b> Clint Vaughn	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/29/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/01/2021



Company ID Number: 1636330

**Information Required for the E-Verify Program**

**Information relating to your Company:**

<b>Company Name</b>	Everglades Equipment Group
<b>Company Facility Address</b>	1800 US Highway 441 LEESBURG, FL 34748
<b>Company Alternate Address</b>	
<b>County or Parish</b>	LAKE
<b>Employer Identification Number</b>	591000566
<b>North American Industry Classification Systems Code</b>	115
<b>Parent Company</b>	Everglades Equipment Group
<b>Number of Employees</b>	100 to 499
<b>Number of Sites Verified for</b>	1 site(s)





Company ID Number: 1636330

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

In Process



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Clint Vaughn  
Phone Number 4077189610  
Fax  
Email cvaughn@efe1963.com

Name Clint Vaughn  
Phone Number 5618970693  
Fax  
Email cvaughn@efe1963.com

In Process



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In Process

This list represents the first 20 Program Administrators listed for this company.



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Everglades Equipment Group (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and





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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1636330

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

In Process





Company ID Number: 1636330

**Approved by:**

<b>Employer</b> Everglades Equipment Group	
<b>Name (Please Type or Print)</b> Clint Vaughn	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/29/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/01/2021



Company ID Number: 1636330

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	Everglades Equipment Group
<b>Company Facility Address</b>	1800 US Highway 441 LEESBURG, FL 34748
<b>Company Alternate Address</b>	
<b>County or Parish</b>	LAKE
<b>Employer Identification Number</b>	591000566
<b>North American Industry Classification Systems Code</b>	115
<b>Parent Company</b>	Everglades Equipment Group
<b>Number of Employees</b>	100 to 499
<b>Number of Sites Verified for</b>	1 site(s)



Company ID Number: 1636330

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

In Process



**Company ID Number:** 1636330

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Clint Vaughn  
Phone Number 4077189610  
Fax  
Email cvaughn@efe1963.com

Name Clint Vaughn  
Phone Number 5618970693  
Fax  
Email cvaughn@efe1963.com

In Process



Company ID Number: 1636330



In Process

This list represents the first 20 Program Administrators listed for this company.





CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that EFE, INC dba Everglades Equipment Group does not employ, contract with, or subcontract with unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of EFE, INC dba Everglades Equipment Group proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Clint Vaughn

Title: Governmental Division Manager

Date: 03/15/24

STATE OF FLORIDA

COUNTY OF Geminole

The foregoing instrument was acknowledged before me of physical presence or online notarization, this 15 day of March, 2024 by of EFE Inc (name of officer or agent, title of officer or agent) of Clint Vaughn (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Drivers License

(type of identification) as identification.

(Notary Seal)



[Signature]

Notary Public

Michael Pryor

Name typed, printed or stamped

05/25/2025

My Commission Expires: \_\_\_\_\_

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	OVER \$50K																					
<b>Division</b>	FLEET	<b>Account #</b>	65010071-046000																					
<b>Subject:</b> RESOLUTION 2024-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING FOR JOHN DEERE OEM PARTS AND SERVICES AS NEEDED																								
<b>Presenter:</b> Matthew Mancill, Director of Public Works																								
<b>Attachments:</b> 1. Resolution 2. Contract																								
<p><b>Background:</b>  <b>Council Priority:</b>  <b>B. Safe and Reliable Services</b></p> <p>City Staff is recommending piggybacking the Osceola County, Florida Contract RFQ 24-14158-MB with EFE, Inc., (Everglades Equipment Group) for the purchase of John Deere OEM parts and service as needed for City fleet mower and small equipment repair. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p>																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>SOURCE OF FUNDS WORKSHEET FY 2024</b></td> <td></td> </tr> <tr> <td colspan="2"><b>FLEET FUND REPAIR AND MAINTENANCE SVCS</b></td> <td></td> </tr> <tr> <td><b>65010071-046000</b></td> <td></td> <td style="text-align: right;"><b>\$319,650.00</b></td> </tr> <tr> <td>Total Expended/Encumbered to Date</td> <td></td> <td style="text-align: right;">\$161,309.37</td> </tr> <tr> <td>Pending Work Order/Contracts</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Current (WO/Contract)</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Balance</b></td> <td></td> <td style="text-align: right;"><b>\$158,340.63</b></td> </tr> </table>				<b>SOURCE OF FUNDS WORKSHEET FY 2024</b>			<b>FLEET FUND REPAIR AND MAINTENANCE SVCS</b>			<b>65010071-046000</b>		<b>\$319,650.00</b>	Total Expended/Encumbered to Date		\$161,309.37	Pending Work Order/Contracts		\$0.00	Current (WO/Contract)		\$0.00	<b>Balance</b>		<b>\$158,340.63</b>
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<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2024-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE, AND PRICING FOR JOHN DEERE OEM PARTS AND SERVICES AS NEEDED</b>																								

**RESOLUTION 2024-\_\_\_\_**  
**PIGGYBACKING THE OSCEOLA COUNTY, FLORIDA**  
**CONTRACT WITH EFE, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE OSCEOLA COUNTY, FLORIDA CONTRACT WITH EFE, INC., TO UTILIZE THE TERMS, CONDITIONS, SCOPE AND PRICING FOR JOHN DEERE OEM PARTS AND SERVICES AS NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, EFE, Inc., (Everglades Equipment Group), has expressed a desire to provide parts and service for City fleet mower and small equipment maintenance and repair; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the Osceola County, Florida Contract RFQ 24-14158-MB with EFE, Inc., (Everglades Equipment Group) for the purchase of various John Deere OEM parts and services as needed for City fleet mower and small equipment maintenance and repair.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the Osceola County, Florida Contract RFQ 24-14158-MB with EFE, Inc., (Everglades Equipment Group) for the purchase of various John Deere OEM parts and services as needed for City fleet mower and small equipment maintenance and repair, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Osceola County Contract RFQ 24-14158-MB

BPO Mgr. Approval

DS  
JR



### CONTRACT EXECUTIVE OVERVIEW

Vendor Name: EFE, INC. dba EVERGLADES EQUIPMENT GROUP

Bid/Contract Ref # JOHN DEERE ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS & SERVICE RFQ-24-14158-MB

Agency Name: OSCEOLA COUNTY, FLORIDA

Contract Type: PIGGYBACK

Contract Value OVER \$50K

Resolution # 2024-

City Council Approval Date: \_\_\_\_\_

Contract Term End Date 12/31/2026

Renewable Y/N YES

If yes # and length of renewals: \_\_\_\_\_  
When in best interest of the County

City's Project Manager(s) Roger Lachance

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Osceola County, FL Agreement for John Deere original Equipment Manufacturer (OEM) parts and services, as needed.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

Acting City Manager \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name and Email Clint Vaughn cvaughn@evergladesfarmequipment.com





# City of PALM COAST

**Finance Department**  
**Budget & Procurement Office**

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

EFE, INC. dba EVERGLADES EQUIPMENT GROUP  
Clint Vaughn  
138 Professional Way  
Wellington, FL 33414

RE: Engagement Letter Authorizing Piggyback

JOHN DEERE ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS & SERVICE  
Contract Name

RFQ-24-14158-MB  
Contract Reference

Dear Clint,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

*Jesse K. Scott*

Jesse K. Scott  
Procurement Coordinator II  
jkscott@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: \_\_\_\_\_

Print: Lauren Johnston

Title: Acting City Manager

Date: \_\_\_\_\_

**EFE, INC. dba EVERGLADES EQUIPMENT GROUP**

DocuSigned by:

*Clint Vaughn*  
(Authorized Signatory)

DAAC06C6F10943A... **Clint Vaughn**

Print Name: \_\_\_\_\_

Title: **Governmental Sales**

Date: **Apr 10, 2024 | 11:30 AM PDT**



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**


**EFE, INC. dba EVERGLADES EQUIPMENT GROUP**

By: \_\_\_\_\_

Print: Lauren Johnston

Title: Acting City Manager

Date: \_\_\_\_\_

DocuSigned by:  
  
(Authorized Signatory)  
 Print Name: Clint Vaughn  
 Title: Governmental Sales  
 Date: Apr 10, 2024 | 11:30 AM PDT

**AGREEMENT**

**THIS AGREEMENT** is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and EFE, INC., D/B/A EVERGLADES EQUIPMENT GROUP, 138 Professional Way, Wellington, Florida 33414, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for John Deere Original Equipment Manufacturer (OEM) parts and service, Pursuant to RFQ-24-14158-MB; and

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**SECTION 1. TERM.**

The term of this Agreement shall begin on date of execution by execution by the County and continue through December 31, 2026, and may be extended when in the best interest of the County.

**SECTION 2. SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

**SECTION 3. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed Fifty Thousand Dollars and 00/100 Dollars (\$50,000.00) annually, for a total not to exceed amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an offset for any damage incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

**SECTION 8. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
  - 1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
  - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;



3. DAMAGE to RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00); Any single occurrence;
  4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
  7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
  9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
- a. The name of the insured CONTRACTOR,
  - b. The specified job by name and job number,
  - c. The name of the insurer,
  - d. The number of the policy,
  - e. The effective date,
  - f. The termination date,
  - g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

**Osceola County Board of County Commissioners  
c/o Director of Human Resources  
1 Courthouse Square, Suite 4200  
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement maintains the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

**SECTION 9. COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 10. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in

Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 12. PUBLIC RECORDS.**

**A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office  
1 Courthouse Square, Suite 2401  
Kissimmee, Florida 34741  
407 742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

**SECTION 13. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 14. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 15. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 16. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits,

judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

**SECTION 17. SOVEREIGN IMMUNITY.**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 18. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

**SECTION 19. BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 20. ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

**SECTION 21. SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the

validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 22.**            **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver of a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**SECTION 23.**            **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:                    Osceola County  
                                  Attention: Procurement Services  
                                  1 Courthouse Square, Suite 2300  
                                  Kissimmee, Florida 34741

CONTRACTOR:            EFE, Inc. d/b/a Everglades Equipment Group  
                                  138 Professional Way  
                                  Wellington, Florida 33414

**SECTION 24.**            **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 25.**            **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.



**SECTION 26. ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 27. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

**SECTION 28. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon

receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

**SECTION 30. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 32. AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

**SECTION 33. PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Daniel Bean, Fleet Manager  
Osceola County Fleet Management Department  
3860 Old Canoe Creek Road  
Saint Cloud, Florida 34769  
Phone: 407-742-7545  
Email: [Daniel.bean@osceola.org](mailto:Daniel.bean@osceola.org)

B. The CONTRACTOR Project Manager's contact information is as follows:

Clint Vaughn, Governmental Division Manager  
EFE, Inc., d/b/a Everglades Equipment Group  
12049 South Orange Blossom Trail  
Orlando, Florida 32837  
Phone: 407-240-1023 Mobile: 561-897-0693  
Email: [cvaughn@efe1963.com](mailto:cvaughn@efe1963.com)

**SECTION 34. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

**BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA**

By: *Boekema Knight*  
County Manager/Designee

Date: 12/18/2023

**EFE, INC. D/B/A EVERGLADES EQUIPMENT GROUP**

By: *[Signature]*

Print: *Clint Vaughn*

Title: *Governmental Division Manager*

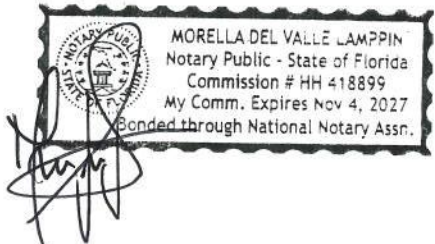
Date: *12/04/23*

STATE OF *FLORIDA*  
COUNTY OF *Orange*

The foregoing instrument was executed before me by means of  physical presence or,  online notarization, this *4<sup>th</sup>* day of *12*, 2023, by *VAUGHN CLINT WATSON* as *REPRESENTATIVE* of EFE, Inc., d/b/a Everglades Equipment Group, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced *DRIVER LICENSE* as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of *FLORIDA*

(stamp)



**Exhibit "A"**  
**Scope of Services**

**Deliverables:** The CONTRACTOR shall provide all necessary labor, materials, equipment, services, and incidentals to furnish Original Equipment Manufacturer John Deere parts, maintenance, and repair services for the Osceola County Fleet Division John Deere equipment.

**Existing Material Removal:** The CONTRACTOR shall be responsible for the safe removal, hauling and appropriate disposal of existing material removed as a result of any repairs.

Before any removal is to take place, the CONTRACTOR shall coordinate with the assigned County representative to ensure this activity does not interfere with any other events or projects in progress at the facility as applicable.

**Delivery and Time Performance:** Deliveries and Off-Site Repairs shall be made at Osceola County Fleet Management located at 3860 Old Canoe Creek Road, Saint Cloud, Florida 34769, between the hours of 8:00 A.M. and 3:00 P.M. Monday through Friday. The CONTRACTOR shall be responsible for coordinating the repair of all goods/services in a timely manner.

Partial deliveries or deliveries on any other date and time shall not be allowed unless written authorization has been obtained from the appropriate County authorized representative. The County shall not pay for any storage charges, Cash on Delivery (C.O.D.) shipments, or packaging or drayage charges. The CONTRACTOR shall be responsible for all risk of loss, any damage and/or stolen materials and equipment while in transit to the Osceola County Corrections Facility.

**County Responsibility:** The County shall be responsible for:

- a) Provide a designated set-up area for the CONTRACTOR to deliver all necessary materials and equipment required for this project.
- b) Provide access to the work area.
- c) Provide electrical service as required.
- d) The County shall make the facility available for evaluation and inspection accompanied by a County Representative by calling (407) 742-7526 to schedule an appointment; and,
- e) Appointments will be given on a first come, first served basis based on availability and will be given between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday.

**Obligations of the CONTRACTOR:** The Contractor shall employ Factory Trained and Certified Technicians to complete COUNTY work and repairs. The CONTRACTOR shall be an authorized warranty repair center for the OEM for John Deere Parts and Services.

It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the County, and shall not have

the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the County, or any property owned by the County.

**Pricing:** The labor rate shall include all miscellaneous fees to include but not be limited to, shop supplies, environmental fees, and disposal fees. The Contractor shall not charge any additional fees in addition to or over and above the stated labor rate.

**Punch List:** The designated County representative and the CONTRACTOR shall perform an inspection of all items delivered and project completion by the CONTRACTOR. In the event any deficiencies are identified, a punch list shall be created to outline all deficiencies discovered. After the punch list is issued to the CONTRACTOR, the CONTRACTOR shall have [ENTER TIMEFRAME ALLOWANCE HERE] to respond and correct all items listed on the punch list. In the event an item must be replaced, an expected delivery date for said item shall be given to the County. Similarly, in the event an area must be redone, an expected completion date shall be given to the County. Final acceptance and subsequent invoice processing shall not be done by the County until all items on the punch list have been completed.

**Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The CONTRACTOR agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.



**Exhibit "B"**  
**Pricing Schedule**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
1.	Labor Rate for Repairs at Contractors Facility / per hour	\$110.00
2.	Labor Rate for Repairs Off-Site / per hour	\$110.00
3.	Service Fee for Off-Site Call (if applicable)	\$0.00
4.	Repair Parts – Discount off Balance of Product Line for John Deere OEM Parts	6%

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In Process

ATTACH PROOF OF REGISTRATION HERE



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

*In Process*

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



Company ID Number: 1636330

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Everglades Equipment Group (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1636330

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 1636330

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

In Process



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Approved by:

<b>Employer</b> Everglades Equipment Group	
<b>Name (Please Type or Print)</b> Clint Vaughn	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/29/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/01/2021



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**Information Required for the E-Verify Program**

**Information relating to your Company:**

<b>Company Name</b>	Everglades Equipment Group
<b>Company Facility Address</b>	1800 US Highway 441 LEESBURG, FL 34748
<b>Company Alternate Address</b>	
<b>County or Parish</b>	LAKE
<b>Employer Identification Number</b>	591000566
<b>North American Industry Classification Systems Code</b>	115
<b>Parent Company</b>	Everglades Equipment Group
<b>Number of Employees</b>	100 to 499
<b>Number of Sites Verified for</b>	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

In Process





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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Clint Vaughn  
Phone Number 4077189610  
Fax  
Email cvaughn@efe1963.com

Name Clint Vaughn  
Phone Number 5618970693  
Fax  
Email cvaughn@efe1963.com

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This list represents the first 20 Program Administrators listed for this company.



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that EFE, INC dba Everglades Equipment Group does not employ, contract with, or subcontract with unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of EFE, INC dba Everglades Equipment Group proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Clint Vaughn

Title: Governmental Division Manager

Date: 03/15/24

STATE OF FLORIDA

COUNTY OF Geminole

The foregoing instrument was acknowledged before me of physical presence or online notarization, this 15 day of March, 2024 by of EFE Inc (name of officer or agent, title of officer or agent) of Clint Vaughn (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Drivers License

(type of identification) as identification.

(Notary Seal)



Notary Public

Michael Pryor

Name typed, printed or stamped

05/25/2025

My Commission Expires: \_\_\_\_\_

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENGINEERING	<b>Amount</b>	AS NEEDED
<b>Division</b>	ENGINEERING	<b>Account #</b>	MULTIPLE USE CITYWIDE
<b>Subject:</b>	RESOLUTION 2024-XX APPROVING A PIGGYBACK CONTRACT WITH DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, WITH EMPIRE OFFICE/STEELCASE, INC., FOR THE PURCHASE AND INSTALLATION OF FURNITURE AND EQUIPMENT CITYWIDE ON AN AS-NEEDED BASIS		
<b>Presenter:</b>	Carl Cote, Director of Stormwater & Engineering		
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Contract</li> </ol>		
<b>Background:</b>	<p><b>Council Priority:</b> <b>D. Sustainable Environment and Infrastructure</b></p> <p>Staff is recommending piggybacking the Department of Management Services, (#56120000-4-NY-ACS 20915-23295) with Empire Office Furniture, Inc., through December 1, 2028, the purchase and installation of Citywide workstation on an as-needed basis. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the undelaying contract is an agreement of fees and services, City staff will purchase on an as-needed basis using budgeted funds appropriated by City Council.</p>		
<b>Recommended Action:</b>	<p><b>ADOPT RESOLUTION 2024-XX APPROVING A PIGGYBACK CONTRACT WITH DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, WITH EMPIRE OFFICE/STEELCASE, INC., FOR THE PURCHASE AND INSTALLATION OF FURNITURE AND EQUIPMENT CITYWIDE ON AN AS-NEEDED BASIS</b></p>		

**RESOLUTION 2024-\_\_  
PIGGYBACK WITH EMPIRE OFFICE INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, WITH EMPIRE OFFICE INC., FOR THE PURCHASE AND INSTALLATION FURNITURE AND EQUIPMENT CITYWIDE ON AN AS-NEEDED BASIS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Empire Office Inc., has expressed a desire to provide installation services and workstation materials to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Department of Management Services, an agency of the state of Florida, with Empire Office, for installation services and workstation materials.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between the Department of Management Services, an agency of the state of Florida, with Empire Office Inc., for installation services and workstation materials as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Piggyback Contract with Empire Office Inc.



BPO Mgr. Approval

DS  
JR



**CONTRACT EXECUTIVE OVERVIEW**

Vendor Name: Empire Office / Steelcase, Inc.

Bid/Contract Ref # No. 56120000-24-NY-ACS 20915-23295

Agency Name: Department of Management Services, an agency of the State of Florida

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2024-

City Council Approval Date: \_\_\_\_\_

Contract Term End Date 12/1/2028

Renewable Y/N Y

If yes # and length of renewals: 5 additional at 1-year periods

City's Project Manager(s) Eric Gebo

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Department of Management Services Agreement for Furniture as needed.

\_\_\_\_\_  
\_\_\_\_\_

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

Acting City Manager \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name and Email Abdi Ghaemmaghami abdig@empireoffice.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Empire Office  
Attn: Abdi Ghaemmaghani  
654 Madison Ave  
New York, NY 10065

RE: Engagement Letter Authorizing Piggyback

Furniture, All Types

Contract Name

Department of Management Services No. 56120000-24-NY-ACS

Contract Reference

Dear Abdi

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Taya Hoff  
Procurement Coordinator  
THoff@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: \_\_\_\_\_

DocuSigned by:  
**EMPIRE OFFICE**  
*Eran Bendavid*  
By: \_\_\_\_\_  
FB958D139FAD48F  
(Authorized Signatory)

Print: Lauren Johnston  
Title: Acting City Manager  
Date: \_\_\_\_\_

Print Name: Eran Bendavid  
Title: SVP, Finance  
Date: Apr 9, 2024 | 12:34 PM EDT



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**

By: \_\_\_\_\_

Print: Lauren Johnston

Title: Acting City Manager

Date: \_\_\_\_\_

**EMPIRE OFFICE**

DocuSigned by:

*Eran Bendavid*

By: \_\_\_\_\_  
FB958D139EAD48E...  
(Authorized Corporate Officer)

Print Name: Eran Bendavid

Title: SVP, Finance

Date: Apr 9, 2024 | 12:34 PM EDT

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Empire Office, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Eran Bendavid

Title: SVP, Finance

Signature: Eran Bendavid  
DocuSigned by:  
FB958D139EAD48E...

Date: Apr 9, 2024 | 12:34 PM EDT



## Subcontractor/Dealer/Reseller Information Form

**Contract Name:** Furniture Alternate Contract Source

**Contract Number:** 56120000-24-NY-ACS

**Contractor Name:** Steelcase Inc.

**\*\*\* PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY \*\*\***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served (SEE ABOVE)	Approved Date (DMS USE ONLY)
American Business Interiors	<a href="http://www.abinteriors.com">www.abinteriors.com</a>	Robert Perers	<a href="mailto:robertp@abinteriors.com">robertp@abinteriors.com</a>	321-723-5003		2015 Waverly Place	Melbourne	FL	32901	5444	Statewide	3/11/2024
Empire Office - Hollywood, FL	<a href="http://www.empireoffice.com">www.empireoffice.com</a>	Peri Silber	<a href="mailto:gsilber@empireoffice.com">gsilber@empireoffice.com</a>	954-707-6212		2 Oakwood Blvd	Hollywood	FL	33020		Statewide	3/11/2024
Empire Office - Orlando, FL	<a href="http://www.empireoffice.com">www.empireoffice.com</a>	Brittany Gruber	<a href="mailto:bgruber@empireoffice.com">bgruber@empireoffice.com</a>	904-504-8128		110 Hillcrest Street	Orlando	FL	32801		Statewide	3/11/2024
Empire Office - Tampa, FL	<a href="http://www.empireoffice.com">www.empireoffice.com</a>	Nora Dublino	<a href="mailto:ndublino@empireoffice.com">ndublino@empireoffice.com</a>	727-656-2154		1000 North Ashley Drive, Suite 130	Tampa	FL	33602		Statewide	3/11/2024
GLT Total Office	<a href="http://www.gltoffice.com">www.gltoffice.com</a>	Brenda Wise	<a href="mailto:bjwise2@gltoffice.com">bjwise2@gltoffice.com</a>	863-686-1799		2929 South Combee Road	Lakeland	FL	33803	7390	Statewide	3/11/2024
ImageWorks Commercial Interiors	<a href="http://www.goimageworks.org">www.goimageworks.org</a>	Kevin Yates	<a href="mailto:kevin@imageworksci.com">kevin@imageworksci.com</a>	901-592-9460		97 West Oak Avenue	Panama City	FL	32401		Statewide	3/11/2024
OEC	<a href="http://www.oecbi.com">www.oecbi.com</a>	Gerri Kennedy-Holland	<a href="mailto:gholland@oecbi.com">gholland@oecbi.com</a>	251-471-3368		6254 North W Street	Pensacola	FL	32505		Statewide	3/11/2024
OEC Business Interiors	<a href="http://www.oec-fl.com">www.oec-fl.com</a>	David Salter	<a href="mailto:dsalter@oec-fl.com">dsalter@oec-fl.com</a>	352-332-1192		1601 NW 80th Boulevard	Gainesville	FL	32606	9140	Statewide	3/11/2024
OEC Business Interiors	<a href="http://www.oec-fl.com">www.oec-fl.com</a>	Brenda Wawers	<a href="mailto:bwawers@oec-fl.com">bwawers@oec-fl.com</a>	352-620-2888		1925 SW 18th Ct., Ste. 105	Ocala	FL	34471		Statewide	3/11/2024
OFDC Commercial Interiors, Inc.	<a href="http://www.ofdc-inc.com">www.ofdc-inc.com</a>	Joe Gammons	<a href="mailto:jgammons@ofdc-inc.com">jgammons@ofdc-inc.com</a>	239-337-1212		11866 Metro Parkway	Fort Myers	FL	33966	1307	Statewide	3/11/2024
Perdue Office Interiors	<a href="http://www.perdueoffice.com">www.perdueoffice.com</a>	Margie McCormack	<a href="mailto:margie.mccormack@perdueoffice.com">margie.mccormack@perdueoffice.com</a>	904-807-5717		5 West Forsyth Street	Jacksonville	FL	32202	3603	Statewide	3/11/2024
Perdue Office Interiors	<a href="http://www.perdueoffice.com">www.perdueoffice.com</a>	Jack Mozley	<a href="mailto:jack.mozley@perdueoffice.com">jack.mozley@perdueoffice.com</a>	850-383-4225		313 N. Monroe St. Ste. 101	Tallahassee	FL	32301		Statewide	3/11/2024

In Progress





**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Steelcase, Inc. (Contractor), located at 901 44<sup>th</sup> Street S.E., Grand Rapids, MI 49508 collectively referred to herein as the "Parties."

**WHEREAS**, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

**WHEREAS**, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70281 Furniture, All Types (Master Contract), with the Contractor;

**WHEREAS**, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on March 5, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

**2. Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.Mcmullen@dms.fl.gov](mailto:Christopher.Mcmullen@dms.fl.gov)

**Contractor's Contract Manager:**

Steve Lenardos  
Steelcase, Inc.  
901 44<sup>th</sup> Street SE  
Grand Rapids, MI 49508  
Telephone: (317) 383-1739  
Email: [SLenardo@steelcase.com](mailto:SLenardo@steelcase.com)

**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

**5. Modifications.**

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**STEELCASE, INC.**

DocuSigned by:  
*Megan Maguire*  
OF 729437B2334EF  
Megan Maguire, Manager

**DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:  
*Pedro Allende*  
C34713929499483  
Pedro Allende, Secretary

3/11/2024 | 4:30 PM CET

**Date:**

3/11/2024 | 3:32 PM EDT

**Date:**

**In Process**



**EXHIBIT A**  
**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.
- D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- F. Punchout Catalog and Electronic Invoicing.  
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and

submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
  - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
  - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.



### Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month	\$100 per day late

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
- J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

#### 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

#### 3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

#### 5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

#### 5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

In Process



# Exhibit B

## SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.



Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**



The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Contact and Supplemental Information - 23295 Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide)**

<b>Contractor Name:</b>	Steelcase Inc
<b>Manufacturer's Product Line(s):</b> <i>( Add additional rows as needed.)</i>	Steelcase Inc.
<b>Top 5 In-Scope Authorized User Requested Items found in Price List(s) and their associated Category(s):</b> <i>(Ex. Category 7 - Standing Desks)</i>	Category 1-Conference Furniture: Seating-Amia 4821414S, Confrence Tables-Currency CROH Category 3-General Purpose Tables - Universal Tables-BFR30/Universal Worksurfaces UMF36 Category 7-Office Furniture Elective Elements-E6PD231527F, Leap Seating 46216179CS Category 9-Specialty Seating- Leap Plus 46296179S Category 10-Systems Furniture: Answer Panel Sysytem-TS7, Universal Peds RPF3027AF
<b>Category Number(s) Offered from Matrix:</b>	1,2,3,5,6,7,8,9,10
<b>New York State Contract #:</b>	PC70281
<b>FEIN/TIN:</b>	38-0819050
<b>NYS Vendor ID#:</b>	1000009238
<b>Minority or Women Owned Business Enterprise (M/WBE):</b>	No
<b>Service Disabled Veteran Owned Business (SDVOB):</b>	No
<b>NYS Small Business:</b>	No

<b>Main Contact:</b>	Imani Nelson
<b>Phone:</b>	917-709-0732
<b>Email:</b>	<a href="mailto:inelson@steelcase.com">inelson@steelcase.com</a>

<b>For Orders:</b>	Rosie Delinck Matte Lieske
<b>Phone:</b>	616-475-2233
<b>Email:</b>	<a href="mailto:rdelinck@steelcase.com">rdelinck@steelcase.com</a>
<b>Website:</b>	<a href="http://steelcase.com">steelcase.com</a>

<b>Prompt Payment Discount:</b>	No
<b>If yes, discount amount (%) / terms:</b>	

Price List Name & Date: <i>PRICE LIST 200- June 2023</i>	% Discount Off List Price (required)	Are Volume Discounts Offered?
Elective Elements	62.72%	NO
Answer	72.29%	NO
Universal System Worksurfa	72.29%	NO
Univ Lateral Files	68.97%	NO
Think - Task	63.73%	NO
Univ Pedestals	72.29%	NO
Amia	61.36%	NO
Currency	59.60%	NO
Verb	58.69%	NO
Node	62.32%	NO
490 Move	59.20%	NO
Shortcut	59.48%	NO



Ology Desk	61.56%	NO
Campfire	59.48%	NO
Groupwork	60.71%	NO
Univ ITC/OTC Bins/Shelves	72.29%	NO
Kart Seating	54.66%	NO
Orangebox Air3 Pods	50.63%	NO
462 Leap	67.27%	NO
Enea Lottus Seating	54.66%	NO
Folio	50.83%	NO
Univ Storage Cabinets	68.97%	NO
Chord Seating	54.66%	NO
Millbrae	54.66%	NO
Avenir	69.27%	NO
Regard	50.83%	NO
Montage	69.42%	NO
V.I.A.	53.34%	NO
475 Player	69.78%	NO
Bob Seating/Tables	54.66%	NO
Jenny	59.48%	NO
Elective Elements - Param.	62.72%	NO
Gesture	61.56%	NO
Potrero415 Light Table	54.66%	NO
Power&Cable Mgmt-Worktools	60.20%	NO
Brody Lounge Seating	52.14%	NO
Elbrook	58.54%	NO
FrameOne	59.70%	NO
Montara650	54.66%	NO
ORB Away From The Desk	46.88%	NO
Adj Tables - Airtouch	70.10%	NO
Enea Lottus Tables	54.66%	NO
Migration SE Desk	65.09%	NO
West Elm (54.66% on GSA)	52.50%	NO
Viccarbe (54.66% on GSA)	40.85%	NO
Coalesse	54.66%	NO
Wood	56.50%	NO
Worktools	55.00%	NO
472 Max-Stacker	69.78%	NO
473 Max Stack II	69.78%	NO
Aspekt Series (not on orig A10)	54.76%	NO
Cura Seating (not on orig A10)	54.56%	NO
Empath Recliner Seating (not on orig A10)	54.76%	NO
Leela (not on orig A10)	50.83%	NO
Mesa - Health (not on orig A10)	50.00%	NO
Mineral Recliner Seating (not on orig A10)	54.76%	NO
Mitra Recliner & Sleeper (not on orig A10)	54.76%	NO

Mitra Series (not on orig A10)	54.76%	NO
Radia (not on orig A10)	50.00%	NO
Sieste Seating (not on orig A10)	54.66%	NO
Sieste Sleeper (not on orig A10)	54.66%	NO
Slope - Health (not on orig A10)	50.00%	NO
Sorrel Series (not on orig A10)	54.76%	NO
Sterling - Health (not on orig A10)	50.00%	NO
Verge Stool (not on orig A10)	51.31%	NO
X-Tenz (not on orig A10)	54.76%	NO
Casegoods Accessories	50.00%	NO
Mobile Overbed Tables (not on orig A10)	50.83%	NO
Park (not on orig A10)	50.83%	NO
Senza Senza	50.83%	NO
Sieste Tables	54.66%	NO
Sync	53.22%	NO
Flex	60.56%	NO
FLEX Active Frames	60.56%	NO
Flex Had	60.56%	NO
Mackinac	60.71%	NO
Verlay	63.23%	NO
Orangebox On the QT	50.13%	NO
Orangebox Other	46.88%	NO
Motif	47.00%	NO
Sarto Privacy Screens	57.69%	NO
Univ Hard Surface Screen	57.69%	NO
Convey	51.40%	NO
Embold	50.83%	NO
466 Reply	61.11%	NO
487 Cachet Seating	59.70%	NO
cobi	59.60%	NO
i2i	56.07%	NO
QiVi	57.69%	NO
Univ System WKSF-Wood	72.29%	NO
Universal Tables	72.29%	NO
media:scape	50.63%	NO
Siento Seating	57.18%	NO
Uno (not on orig A10)	59.48%	NO
Privacy	60.20%	NO
Privacy Walls	60.20%	NO
QT Pro	57.50%	NO
Architectural Modular Power	54.00%	NO
Thread Floor Power System (not on orig A10)	52.65%	NO
Bottomline Task Light	60.20%	NO
Tava	50.83%	NO
Divisio Screens	56.17%	NO

TS Fixed Pedestals	66.75%	NO
TS Laterals	66.75%	NO
TS Mobile Pedestals	66.75%	NO
TS Tower Too	66.75%	NO
TS Underworksurface Latera	66.75%	NO
TS Bins & Shelves	69.47%	NO
TS Worksurfaces	69.47%	NO
Relay Arm	50.83%	NO
Pocket	50.83%	NO
Answer Freestd Desking	72.29%	NO
Kick	69.47%	NO
LED Linear	60.20%	NO
LED Shelf Light	60.20%	NO
B Free - Furniture	54.66%	NO
B Free - Seating	54.66%	NO
Umami	52.65%	NO
Nooi	51.00%	NO
High Density Storage	69.78%	NO
Steelcase Series 1	60.05%	NO
Univ Privacy Screens	72.29%	NO
Surround	50.83%	NO
Univ Bookcases	68.97%	NO
Univ Combination Cabinets	68.97%	NO
Univ Towers	68.97%	NO
Univ Wardrobe Cabinets	68.97%	NO
Universal Storage Acc.	68.97%	NO
Answer Beam	72.29%	NO
Answer Fence	72.29%	NO
Duo Storage for Answer	72.29%	NO
Standard Lighting	72.29%	NO
Lite Scale	52.00%	NO
Max Stacker III	63.23%	NO
Ology Bench	61.56%	NO
Flow	47.00%	NO
Premium Whiteboard	53.82%	NO
Sans	47.00%	NO
SILQ Seating	56.53%	NO
Carl Hansen Seating/Tables	54.66%	NO
FLEX Mobile Power	51.50%	NO
Migration SE Bench	60.10%	NO
Steelcase Series 2	60.56%	NO
alight	57.00%	NO
Bassline	59.48%	NO
Bivi	59.48%	NO
Buoy	59.48%	NO

Clipper	59.48%	NO
Jacket	59.48%	NO
Scoop Stool	59.48%	NO
Simple Seating	57.00%	NO
Simple Tables	57.00%	NO
Lighting-Steelcase Eclipse	50.58%	NO
CF Series Intro	52.30%	NO
Flex Dock	52.30%	NO
Steelcase Karman	58.54%	NO
Tenor	55.10%	NO
Everwall	59.20%	NO
Ology Walkstation	55.00%	NO
WorkValet	56.85%	NO
Agree Table	55.06%	NO
Slim Leg HAD	65.09%	NO
Ocular Tables	44.35%	NO
Coalesse Accessories	54.66%	NO
Emu Seating	54.66%	NO
AMQ	60.00%	NO
AMQ Embank	59.24%	NO
AMQ Tektis	59.56%	NO
<b>Authorized Resellers</b>	Yes	
<b>Authorized Resellers are designated to receive payment directly?</b>	Yes-all allowed to accept payment directly	
<b>Cal 133 Compliance:</b>	Yes	
<b>Inside Delivery Cost as % of Final Price:</b>	<b>Downstate</b>	<b>Upstate</b>
	28.0%	23.0%
<b>Installation Cost as % of Final Price: (This does not include wall products.)</b>	<b>Downstate</b>	<b>Upstate</b>
	30.0%	30.0%

<b>Delivery (ARO):</b>	90 Days
<b>Minimum Order Amount (\$):</b>	None
<b>Will honor orders for less than the minimum order?</b>	Yes
<b>Contractor will honor orders for less than the minimum order with the freight prepaid and added to the invoice?</b>	Yes
<b>Accepts NYS Procurement Card for orders not to exceed \$50,000</b>	Yes
<b>If no, what limit(s) for NYS Procurement Card?</b>	
<b>Additional Discounts for Procurement Card Orders? (%):</b>	None
<b>Restocking Fee (% of net price):</b>	The restocking charge will not exceed to 75% of the net cost for items returned for other-than-warranty reasons or contractor error.
<b>Manufacturer's Warranty Info:Steelcase; Steelcase and West Elm Co-Developed Products</b>	Limited Lifetime
<b>Manufacturer's Warranty: Steelcase QtPro</b>	5 Year Limited
<b>Manufacturer's Warranty: Coalesse</b>	10 Years unless listed otherwise

<b>Manufacturer's Warranty: Steelcase and West Elm Licensed Products</b>	5 Year Limited
<b>OrangeBox</b>	10 Year-Limited- unless otherwise

In Process

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In Process

ATTACH PROOF OF REGISTRATION HERE





### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

*In Process*

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# EMPIRE OFFICE

## CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **EMPIRE OFFICE, INC.** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

**EMPIRE OFFICE, INC.**'s federal work authorization user identification number is 1281850 and the date of authorization was April 30, 2018.

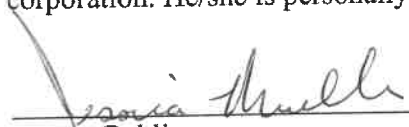


NAME: Eran Bendavid  
TITLE: SVP, Finance  
DATE: April 8, 2024

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of April 2024 by **ERAN BENDAVID** of **EMPIRE OFFICE, INC.**, a **NEW YORK** corporation, on behalf of the corporation. He/she is personally known to me.



Notary Public  
NAME: Jessica Mueller  
My Commission Expires: 2/9/25

Commonwealth of Pennsylvania - Notary Seal  
JESSICA MUELLER - Notary Public  
Pike County  
My Commission Expires February 9, 2025  
Commission Number 1393481



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
EMPIRE OFFICE, INC.

### Filing Information

<b>Document Number</b>	F09000004392
<b>FEI/EIN Number</b>	13-1945763
<b>Date Filed</b>	11/09/2009
<b>State</b>	NY
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	11/02/2010

### Principal Address

654 MADISON AVENUE  
14th Floor  
NEW YORK, NY 10065

Changed: 04/11/2022

### Mailing Address

654 MADISON AVENUE  
14th Floor  
NEW YORK, NY 10065

Changed: 04/11/2022

### Registered Agent Name & Address

HAYES & NEWMAN, PL  
830 Lucerne Terrace  
Orlando, FL 32801

Name Changed: 04/05/2021

Address Changed: 04/05/2021

### Officer/Director Detail

#### **Name & Address**

Title CHAIRMAN

GASLOW, LAWRENCE  
654 MADISON AVENUE  
NEW YORK, NY 10065

Title President & CEO

GASLOW, PETER  
654 MADISON AVENUE  
NEW YORK, NY 10065

Title CFO

Hills, Martin  
654 MADISON AVENUE  
14th Floor  
NEW YORK, NY 10065

Title SVP of Finance

Bendavid, Eran  
654 Madison Avenue  
New York, NY 10065

Title Chief Administrative Officer

Alexander, Victoria  
654 MADISON AVENUE  
14th Floor  
NEW YORK, NY 10065

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2022	04/11/2022
2023	02/28/2023
2024	03/21/2024

#### Document Images

<a href="#">03/21/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/07/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/15/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/02/2010 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/09/2009 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

In Process

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	Over \$50K																		
<b>Division</b>	FLEET	<b>Account #</b>	65019086-064000																		
<b>Subject:</b> RESOLUTION 2024-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH BOZARD FORD TO PURCHASE ONE (1) 2023 FORD F350																					
<b>Presenter:</b> Matthew Mancill, Director of Public Works																					
<b>Attachments:</b>																					
<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Quote</li> </ol> <p>The piggyback contract is available for review in the Clerk's office.</p>																					
<b>Background:</b>																					
<p>Staff is seeking City Council approval to piggyback contract FSA23-VEL31.0 to purchase one (1) 2023 Ford F350 to replace asset #1990 which was involved in a crash on 3/11/2024. Appraisers of Central Florida inspected the vehicle and deemed it to be a total loss. Insurance is paying \$37,246.00 and the City has collected \$23,454.00 on the fleet lease schedule through allocation payments. Between the insurance and allocations collected, no additional funds would be needed towards the purchase.</p>																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>Source of Funds Worksheet FY 2024 - 65019086-064000</b></td> <td></td> </tr> <tr> <td><b>FLWTP1 MACHINERY &amp; EQUIPMENT OVER \$5K</b></td> <td></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td>ACV - Insurance</td> <td></td> <td style="text-align: right;">\$37,246.00</td> </tr> <tr> <td>Allocations collected for Asset #1990</td> <td></td> <td style="text-align: right;">\$23,454.00</td> </tr> <tr> <td>Current (WO/Contract)</td> <td></td> <td style="text-align: right;"><u>\$59,975.00</u></td> </tr> <tr> <td><b>Balance</b></td> <td></td> <td style="text-align: right;"><b>\$725.00</b></td> </tr> </table>				<b>Source of Funds Worksheet FY 2024 - 65019086-064000</b>			<b>FLWTP1 MACHINERY &amp; EQUIPMENT OVER \$5K</b>		<b>\$0.00</b>	ACV - Insurance		\$37,246.00	Allocations collected for Asset #1990		\$23,454.00	Current (WO/Contract)		<u>\$59,975.00</u>	<b>Balance</b>		<b>\$725.00</b>
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ACV - Insurance		\$37,246.00																			
Allocations collected for Asset #1990		\$23,454.00																			
Current (WO/Contract)		<u>\$59,975.00</u>																			
<b>Balance</b>		<b>\$725.00</b>																			
<b>Recommended Action:</b>																					
<b>ADOPT RESOLUTION 2024-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH BOZARD FORD TO PURCHASE ONE (1) 2023 FORD F350</b>																					



**RESOLUTION 2024-\_\_\_\_**  
**PIGGYBACK FLORIDA SHERIFF'S ASSOCIATION**  
**CONTRACT WITH BOZARD FORD**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH BOZARD FORD TO PURCHASE ONE (1) 2023 FORD; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Bozard Ford has expressed a desire to provide one (1) 2023 Ford F350;  
and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking FSA23-VEL31.0 with Bozard Ford.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking FSA23-VEL31.0 with Bozard Ford as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7th day of May 2024.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Contract- FSA23-VEL31.0 with Bozard Ford

April 24, 2024

Replacement for #1990

Hello,

Bozard Ford is pleased to submit the following quote Based on Contract FSA23-VEL31.0

ITEM 172	2023 F350 REGULAR CAB 4X4 SRW F2B 601A 142" WB	\$47,181.00
Z1/AS	OXFORD WHITE EXTERIOR DARK SLATE VINYL INTERIOR	STD
99A/44F	6.8L V8 ENGINE/ 10 SPD TRANSMISSION	NC
67E	250 AMP ALTERNATOR	\$84.00
76C	BACKUP ALARM	\$174.00
96D	DRIVER ASSIST PACKAGE	\$729.00
OSF	OUT OF STOCK FEES	\$899.00
LINERU	SPRAY LINER WITH TOPS AND BUMPER	\$1,199.00
BODY	KNAPHEIDE SERVICE BODY	\$11,712.00
GOLIGHT	WHITE RACEPORT GOLIGHT ON LEFT TOP OF BODY	\$363.00
2023SRW	2023MY AND SRW DISCOUNT	<b>(\$2,366.00)</b>

**Total** **\$59,975.00**

Sincerely,

*Toby Sims*  
 Government Fleet Specialist

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 7, 2024

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> AGENDA WORKSHEET AND CALENDAR	
<b>Presenter:</b> Kaley Cook, City Clerk	
<b>Attachments:</b> 1. Worksheet 2. Calendar	
<b>Background:</b>	
<b>Recommended Action:</b>	

	<b>MAY 14, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Comprehensive Plan	Tyner/Consultant
Presentation	City Manager Search	Fuller
Presentation	Roadway Construction Projects	Nguyen
Resolution	Southern Recreation Center USTA Grant and Court Expenses	Gebo
Presentation	Code Board Attorney and Hearing Officer Services	Grossman/Smith
Presentation	Customer Interactions	Johnston/DeLorenzo
	<b>MAY 21, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Water Safety Month	Hirst
Proclamation	National Public Works Week	Kershaw
Resolution	Work Order with Wright-Pierce for Water Treatment Facility #3 Expansion Design	Blake
Resolution	Designation of Surplus Land	Smith
Resolution	Purchase and Sale Contract with Byrndog PCP LLC	Smith
Resolution	Tract 8 Town Center Multifamily	Nguyen
Resolution	Code Board Attorney and Hearing Officer Services	Grossman/Smith
	<b>MAY 28, 2024 SPECIAL BUDGET WORKSHOP</b>	<b>PRESENTER</b>
Presentation	Flagler County Sheriff's Office	FCSO
Presentation	Department Overview: Utility, Public Works, Stormwater, Parks & Recreation	Departmental
	<b>JUNE 4, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Strategic Action Plan Priorities	Johnston
Resolution	Arterial Resurfacing Contract and CEI Services	Cote
	<b>JUNE 11, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Residential Speed Study	Consultant
Presentation	Wireless Master Plan	Akins/Lens
Presentation	Comprehensive Plan	Tyner
Presentation	Exterior Paint Colors	Doak/Picatagi/Grossman
Presentation	Other Financial Instruments	DeLorenzo
Presentation	Pile Burning	Berryhill
	<b>JUNE 18, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Appeal	Appeal of PLDRB Decision on 10 Collingdale Ct	Doak/Lens
Resolution	Traffic Signals, Strain Wire Rehab	Cote
	<b>JUNE 25, 2024 SPECIAL BUDGET WORKSHOP</b>	<b>PRESENTER</b>
Presentation	Strategic Action Plan Q3 Council Priority Update and Presentation	Johnston
Presentation	Revenue Restrictions and Overview of Property Taxes and TRIM	Alves
Presentation	Comprehensive Plan	Tyner
	<b>JULY 2, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>JULY 9, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Comprehensive Plan - Housing, Infrastructure, CIE, Parks	Tyner/Consultant
Presentation	Proposed General Fund, Facilities, IT Budget, and TRIM Rate Discussion	Alves
Presentation	Code Nuisance Initial Resolution Workshop	Grossman/Smith
Presentation	Community Center Parking Expansion Update	Cote
	<b>JULY 16, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Code Nuisance Initial Resolution Workshop	Grossman/Smith
	<b>July 23, 2024 SPECIAL BUDGET WORKSHOP</b>	<b>PRESENTER</b>
Presentation	Comprehensive Plan - Future Lan Use and Transportation	Tyner/Consultant
Presentation	Presentation of Proposed Water and Wastewater Utility, Stormwater, Collection and Sanitation, IT Enterprise & Building Fund Budgets	Departmental

	<b>AUGUST 6, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>AUGUST 13, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Capital, Fleet, Special Revenue, Proposed Budget for All Remaining Funds	Departmental
Resolution	Final Nuisance Abatement	Grossman
	<b>AUGUST 20, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Presentation	Comprehensive Plan	Tyner/Consultant
Presentation	Final Nuisance Abatement	Grossman
	<b>AUGUST 27, 2024 SPECIAL BUDGET WORKSHOP</b>	<b>PRESENTER</b>
Presentation	Final Proposed Budget for FY 2024 (All Funds)	Alves
	<b>SEPTEMBER 3, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Certifying the 2024 Primary Election Results	Cook
	<b>SEPTEMBER 5, 2024 SPECIAL BUSINESS MEETING - TENTATIVE BUDGET</b>	<b>PRESENTER</b>
Resolution	Tentative Millage Rate Resolution and Budget Resolution	Alves
	<b>SEPTEMBER 10, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>SEPTEMBER 17, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Pink on Parade	Cook
Proclamation	Stormwater Awareness Week September 23-27	Cook
	<b>SEPTEMBER 18, 2024 SPECIAL BUSINESS MEETING - FINAL BUDGET HEARING</b>	<b>PRESENTER</b>
Resolution	Final Millage Rate Resolution, Budget Resolution, Fleet Resolution	Alves
	<b>OCTOBER 1, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>OCTOBER 8, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>OCTOBER 15, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>NOVEMBER 5, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Presentation	Citizens Academy Graduation	Kershaw
Proclamation	World Sanfilippo Awareness Day	Kershaw
	<b>NOVEMBER 12, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>NOVEMBER 19, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>DECEMBER 3, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Approving the Final 2024 General Election Results	Cook
Oath	Oath of Office for Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	<b>DECEMBER 10, 2024 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>DECEMBER 17, 2024 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>Future</b>	<b>PRESENTER</b>
Resolution	Contract for Data Services for Flagler Schools A1A Facility	Akins
Presentation	Stormwater Equipment Loan	Alves/Cote
Resolution	Cleaning and Rehabilitation of Ground Storage Tank at Waste Water Plant 1	Ashburn
Resolution	Reuse Distribution System Filtration Upgrades	Ashburn
Resolution	Above Ground Piping Rehab for Water Treatment Plant 1	Ashburn
Resolution	Waste Water Plant 1 Service Pump Upgrades	Ashburn



Resolution	Accepting a Donation from Knights of Columbus/Lease Agreement for a Baby Box	Berryhill/Juliano
Resolution	Work Order with McKim & Creed for Utility Pump Station 57-4 Design Services	Blake
Resolution	Old King's Road Design Force Main to Water Treatment Plant 1	Blake
Resolution	Construction Contract for the Old Kings Road Force Main to Waste Water Treatment Plant 1	Blake
Resolution	Construction Contract for the Water Treatment Plant 1 Generator Project	Blake
Resolution	Construction Contract for the Equip Wells SW-1, SW-2 & SW-3 for Water Treatment Plant 1	Blake
Resolution	Construction Contract for the Waste Water Treatment Plant 1 Sludge Dewatering project	Blake
Resolution	Construction Contract for Old Kings Road Widening North Phase 2	Cote
Resolution	Matanzas/ Belle Terre Intersection (Right of Way)	Cote
Resolution	OKR South Phase 2 - Engineering Design Services	Cote
Resolution	FPL Relocation Agreement for Matanzas Woods/Palm Coast Parkway Connector Loop	Cote
Resolution	Construction Contract for Whiteview Parkway Improvements	Cote
Resolution	Construction Manager Agreement for Matanzas Woods/Palm Coast Parkway Connector Loop	Cote
Resolution	Matanzas Woods/Palm coast Parkway Connector Loop CM Agreement Guaranteed Maximum Price Amendment for Phase 1 Construction	Cote/Crawford
Resolution	Guaranteed Maximum Price Amendment for the Maintenance Operations Center	Cote/Gebo
Resolution	Occupational Services	Fuller
Resolution	Grant Agreement for Fire Station 26	Gebo
Resolution	Palm Coast Parkway Banners - Childhood Cancer Awareness	Gonzalez
Ordinance	No Smoking Ordinance	Hirst
Ordinance	Lakeview Estates MPD	Hoover
Resolution	Franchise Fee	Johnston
Presentation	Education on Forensic Audit	Johnston
Ordinance	Sawmill Branch Phase 6	Lens
Resolution	Reverie at Palm Coast Phase II	Lens/Leap
Resolution	Hammock at Palm Harbor	Lens/Leap
Resolution	Retreat at Town Center Phase II	Lens/Leap
Resolution	Sawmill Branch Phase 7A Final Plat	Lens/Leap
Resolution	Reverie Final Plat	Lens/Leap
Resolution	Ponce Preserve	Lens/Leap
Resolution	Seminole Palm Townhouses	Lens/Leap
Resolution	Installation Of New and Replacement PEP Tanks	Melley
Resolution	Supply, Maintenance, and Repair Services for Sulzer/ABS Submersible Pumps and Related Equipment	Melley
Resolution	K-Section Drainage Improvements Additional Design	Morales
Resolution	Blare and Colbert Culvert Crossing Upgrades	Morales
Ordinance	Atlee Annexation	Nguyen
Ordinance	Petition for Annexation BJ's & Seminole	Nguyen
Resolution	The Station at Town Center - TH - Town Center Tracts 18B & 18C	Nguyen/Lens
Ordinance	Lakeside Estates Future Land Use Map	Papa
Presentation	Update to LHAP	Papa/Gonzales
Resolution	Pre-Annexation Agreement for Airport Commons II	Papa/Nguyen
Resolution	800 Matanzas Woods Parkway Easement	Smith



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**5/9/2024 9:00 AM**

City Council Impasse Hearing  
City Hall

**5/14/2024 9:00 AM**

City Council Workshop  
City Hall

**5/15/2024 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**5/21/2024 9:00 AM**

City Council Business Meeting  
City Hall

**5/23/2024 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**5/28/2024 9:00 AM**

City Council Special Workshop  
City Hall

**5/29/2024 5:30 PM**

Planning & Land Development Regulation Board Workshop  
City Hall

**6/4/2024 10:00 AM**

Animal Control Hearing  
City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**6/4/2024 6:00 PM**

City Council Business Meeting

City Hall

**6/5/2024 10:00 AM**

Code Enforcement Board

City Hall

**6/11/2024 9:00 AM**

City Council Workshop

City Hall

**6/18/2024 9:00 AM**

City Council Business Meeting

City Hall

**6/18/2024 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**6/25/2024 9:00 AM**

City Council Special Workshop

City Hall

**6/26/2024 5:30 PM**

Planning & Land Development Regulation Board Workshop

City Hall

**6/27/2024 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**7/2/2024 6:00 PM**

City Council Business Meeting

City Hall

**7/3/2024 10:00 AM**

Code Enforcement Board

City Hall

**7/9/2024 9:00 AM**

City Council Workshop

City Hall

**7/16/2024 9:00 AM**

City Council Business Meeting

City Hall

**7/17/2024 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**7/23/2024 9:00 AM**

City Council Special Workshop

City Hall

**7/25/2024 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**8/6/2024 6:00 PM**

City Council Business Meeting

City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**8/7/2024 10:00 AM**

Code Enforcement Board  
City Hall

**8/13/2024 9:00 AM**

City Council Workshop  
City Hall

**8/14/2024 5:30 PM**

Planning & Land Development Regulation Board Workshop  
City Hall

**8/20/2024 9:00 AM**

City Council Business Meeting  
City Hall

**8/21/2024 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**8/22/2024 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**8/27/2024 9:00 AM**

City Council Special Workshop  
City Hall

**9/3/2024 6:00 PM**

City Council Business Meeting  
City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**9/4/2024 10:00 AM**

Code Enforcement Board  
City Hall

**9/5/2024 5:15 PM**

Tentative Budget  
City Hall

**9/10/2024 9:00 AM**

City Council Workshop  
City Hall

**9/17/2024 9:00 AM**

City Council Business Meeting  
City Hall

**9/17/2024 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**9/18/2024 5:15 PM**

Final Budget  
City Hall

**9/24/2024 10:00 AM**

Animal Control Hearing  
City Hall

**9/26/2024 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall





**Meeting Calendar for 5/8/2024 through 12/31/2024**

**10/1/2024 6:00 PM**

City Council Business Meeting

City Hall

**10/2/2024 10:00 AM**

Code Enforcement Board

City Hall

**10/8/2024 9:00 AM**

City Council Workshop

City Hall

**10/15/2024 9:00 AM**

City Council Business Meeting

City Hall

**10/16/2024 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**10/24/2024 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**11/5/2024 6:00 PM**

City Council Business Meeting

City Hall

**11/6/2024 10:00 AM**

Code Enforcement Board

City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**11/12/2024 9:00 AM**

City Council Workshop  
City Hall

**11/19/2024 9:00 AM**

City Council Business Meeting  
City Hall

**11/20/2024 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**12/3/2024 10:00 AM**

Animal Control Hearing  
City Hall

**12/3/2024 6:00 PM**

City Council Business Meeting  
City Hall

**12/4/2024 10:00 AM**

Code Enforcement Board  
City Hall

**12/5/2024 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/10/2024 9:00 AM**

City Council Workshop  
City Hall



**Meeting Calendar for 5/8/2024 through 12/31/2024**

**12/17/2024 9:00 AM**

City Council Business Meeting

City Hall

**12/18/2024 5:30 PM**

Planning & Land Development Regulation Board

City Hall