



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www. CityofSacramento.org

Consent  
**August 18, 2009**

**Honorable Mayor and  
Members of the City Council**

**Title:** Cooperative Purchase Agreement: Advanced Life Support (ALS) medical supplies

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution** to 1) approve the use of the cooperative purchase agreement between the City and County of San Francisco (CCSF) and Bound Tree Medical, Limited Liability Company (LLC), 5000 Tuttle Crossing Boulevard, Dublin, OH 43016 (CCSF contract #60702) for the purchase of ALS medical supplies; and 2) authorize the City Manager, or his designee, to execute purchases of ALS medical supplies from Bound Tree Medical, LLC in an amount up to \$500,000 per year for up to three years for a total not to exceed amount of \$1.5 million through June 30, 2012, or until the contract is no longer available for use by the City of Sacramento.

**Contact:** Joseph A. D. Jackson, Assistant Chief, 264-8100

**Presenters:** N/A

**Department:** Fire

**Division:** Emergency Medical Services (EMS)

**Organization No:** 12001441

### **Description/Analysis**

**Issue:** The existing cooperative purchase agreement for ALS medical supplies that Sacramento Fire Department (SFD) had with Bound Tree Medical, LLC, and CCSF has expired. SFD's requirements include a customized list of ALS medical supplies based on the unique needs and operations of the SFD EMS Division as well as complying with the requirements set by Sacramento County EMS authority. After evaluating options, staff is recommending Council approval to purchase these supplies through a cooperative purchase agreement with CCSF. The ALS medical supply list used in CCSF contract meets the requirements of SFD with best pricing and offers 20% to 40% off the regular list price. Therefore, staff is requesting the City Council to suspend competitive bidding and approve the use of the cooperative purchase agreement between CCSF and Boundtree Medical for the purchase of ALS medical supplies for an annual amount of \$500,000 up to three years and a total not to exceed of \$1.5 million.

**Policy Considerations:** The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which allows for the use of legal contracts of other government jurisdictions or public agencies without separate competitive bidding by the City upon approval of the City Council.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This report concerns administrative activities that do not constitute a "project" as defined by section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to sections 15061(b)(3); 15378(b)(2).

**Sustainability Considerations:** There are no sustainability considerations applicable to the approval to use the cooperative purchase agreement between CCSF and Boundtree Medical and to purchase ALS medical supplies.

**Commission/Committee Action:** N/A

**Rationale for Recommendation:** In providing ALS services, SFD is required to use ALS medical supplies. SFD responded to approximately 55,000 calls for emergency medical services last year. The EMS portion of the business continues to grow and is a vital link to our service in the community.

The contract SFD has been using to purchase ALS medical supplies has expired. The types of ALS medical supplies needed to be purchased must be in compliance with the requirements set by the Sacramento County EMS and meet the operational needs of SFD. In researching potential vendors to supply ALS medical supplies, SFD evaluated several existing contracts and found that a contract between CCSF and Bound Tree Medical, LLC met the requirements for SFD. Bound Tree Medical, LLC offers lowest price in the market with discounts of 20% to 40% off the regular list price.

This existing agreement would allow for purchase of ALS medical supplies based on the SFD's specific requirements, complies with the Sacramento County EMS requirements, and offers favorable pricing and co-marketing discount. Through a cooperative purchase agreement, the City of Sacramento would piggyback on the CCSF contract #60702. The contract will be utilized by SFD at an annual amount not to exceed \$500,000 for up to three years through June 30, 2012. Total contract amount would not exceed \$1.5 million. Staff recommends that the City Council approve the attached resolution to suspend competitive bidding and authorize the use of cooperative purchase agreement between CCSF and Boundtree for the purchase of ALS medical supplies.

**Financial Considerations:** The annual cost of the contract is \$500,000. Funding is available in the Fire Department's operating budget.

**Emerging Small Business Development (ESBD):** CCSF held a competitive bidding process, which included incentives for small businesses. Even with those incentives, Bound

Tree Medical, LLC won the bid. Bound Tree Medical, LLC is not certified as an Emerging or Small Business Enterprise.

Respectfully Submitted by: Joseph A. D. Jackson  
Joseph A. D. Jackson  
Assistant Chief

Approved by: Ray S. Jones  
Ray S. Jones  
Fire Chief

Recommendation Approved:

Ray Kerridge  
Ray Kerridge  
City Manager

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**Attachments**

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Exhibit A-CCSF Contract 60702 pg. 6

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**COOPERATIVE PURCHASE AGREEMENT: ADVANCED  
LIFE SUPPORT (ALS) MEDICAL SUPPLIES**

**BACKGROUND**

- A. The Sacramento Fire Department (SFD) requires the use of ALS medical supplies to provide ALS services. SFD responded to approximately 55,000 calls for emergency medical services (EMS) last year. The EMS portion of the business continues to grow and is a vital link to our service in the community
- B. The contract SFD has been using to purchase ALS medical supplies has expired. The types of medications and ALS medical supplies to be purchased must be in compliance with the requirements set by the Sacramento County EMS and meet the operational needs of SFD. In researching potential vendors to supply ALS medical supplies, SFD evaluated several existing contracts and found that a contract between City and County of San Francisco (CCSF) and Bound Tree Medical, Limited Liability Company (LLC) met the requirements for SFD.
- C. This existing agreement would allow for purchase of ALS medical supplies based on the SFD's specific requirements, complies with the Sacramento County EMS requirements, and offers special discount prices listing on Exhibit A. Through a cooperative purchase agreement, the City of Sacramento would piggyback on the CCSF contract #60702. The contract will be utilized by SFD at an annual amount not to exceed \$500,000 for up to three years for a total not to exceed \$1.5 million through June 30, 2012, or until a contract is no longer available for use by the City of Sacramento.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL  
RESOLVES AS FOLLOWS:**

- Section 1. The cooperative purchase agreement between the City and County of San Francisco (CCSF) and Bound Tree Medical, LLC, 5000 Tuttle Crossing Boulevard, Dublin, OH 43016 (CCSF agreement #60702), is approved for use for the purchase of ALS medical supplies; and
- Section 2. Pursuant to Sacramento City Code Section 3.56.240, the City Manager, or his designee, is hereby authorized to execute the necessary purchase of ALS medicals from Bound Tree Medical, LLC, 5000 Tuttle Crossing Boulevard,

Dublin, OH 43016 in an amount of \$500,000 per year for up to three years for a total not to exceed of \$1.5 million through June 30, 2012, or until the contract is no longer available for use by the City of Sacramento.

**Table of Contents:**

Exhibit A      CCSF Contract (Contract #60702)

Exhibit A

City and County of San Francisco Contract

City and County of San Francisco  
Office of Contract Administration  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
San Francisco, CA 94102-4685



**CONTRACT AWARD**  
Indefinite Quantity

Bound Tree Medical  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Attn: Christine Pearce

Date: July 10, 2009  
Buyer's Name: Pamela Olivier  
Contract Proposal No. 60702  
Estimated Amount: Indefinite  
NTE Amount: \$3,500,000

The City and County of San Francisco does hereby accept your offer to furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

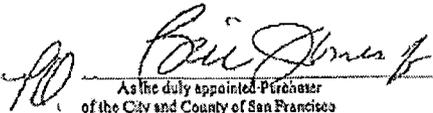
For furnishing and delivering Paramedic/Medical Materials and Supplies.

For the term July 1, 2009 through June 30, 2012.

Items: 1 through 272

Payment Terms: 2%-30, Net 31

Acknowledge receipt and acceptance of this Contract Award in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

 \_\_\_\_\_ Date 7-14-09  
As the duly appointed Purchaser of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor \_\_\_\_\_

By \_\_\_\_\_  
Signature Title

Print Name \_\_\_\_\_

Date \_\_\_\_\_

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we BOUND TREE MEDICAL, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY AND COUNTY OF SAN FRANCISCO
1 Dr. Carlton B. Goodlett Place, City Hall Room 430, San Francisco, CA 94102-4685

as Obligee, hereinafter called the Obligee, in the sum of
Two Thousand Five Hundred and 00/100 Dollars (\$ 2,500.00 )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Paramedic/Medical Materials and Supplies for the City and County of San Francisco #60702

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of June 2009

Witness lines and signatures for BOUND TREE MEDICAL, LLC (Principal), TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety), and Marcia K. Cesalsky (Attorney-in-Fact).

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we BOUND TREE MEDICAL, LLC (Here insert full name and address or legal title of Contractor) 5000 Tuttle Crossing Blvd. Dublin, OH 43016

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Here insert full name and address or legal title of Surety) One Tower Square Hartford, CT 06183

a corporation duly organized under the laws of the State of CT as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY AND COUNTY OF SAN FRANCISCO 1 Dr. Carlton B. Goodlett Place, City Hall Room 430, San Francisco, CA 94102-4685

as Obligee, hereinafter called the Obligee, in the sum of

Two Thousand Five Hundred and 00/100 Dollars (\$ 2,500.00 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project) Paramedic/Medical Materials and Supplies for the City and County of San Francisco #60702

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of June 2009

Witness line for Bound Tree Medical, LLC (Principal) and Travelers Casualty and Surety Company of America (Surety). Includes signatures of Christina Sandoval (Witness) and Marcia K. Cesafsky (Attorney-in-Fact).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of Illinois

County of Cook

On June 9, 2009 before me, Trinity Garcia, Notary Public, personally appeared Marcia K. Cesafsky who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Trinity Garcia



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215800

Certificate No. 002798697

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Mallos, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Hoekin, Marcia K. Cosatsky, Patricia M. Doyio, and Richard A. Moore Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2009

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3580 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



CONTRACT PROPOSAL (Indefinite Quantity)  
Office of Contract Administration  
Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

SIGN AND RETURN THIS PAGE

Contract Proposal No.  
  
60702  
Paramedic/Medical  
Materials and  
Supplies

Bids will be opened in:  
City Hall, Room 430, at 2 p.m., June 12, 2009

Sign the bid; put it in the envelope, and write the Contract Proposal Number on the outside. Sign and return this page. Return other pages as indicated.

Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Blanket Purchase Order; (3) Purchase Order; (4) City Blanket Purchase Order Release.

Name under which business is conducted: Bound Tree Medical, LLC

Mailing address: 5000 Tuttle Crossing Blvd

City, State, ZIP: Dublin, Ohio 43016

Telephone: Corporate Office 800-533-0523 Account Manager Christine Pearce Cell 415-531-6079

Fax: Corporate Office 800-257-5713 Christine Pearce Fax 415-435-3703

E-mail address: CPearce@boundtree.com

Sign here: \_\_\_\_\_

Name of person signing: Christine Pearce

**IMPORTANT INFORMATION**  
A Pre-Bid Conference will be held on Wednesday, May 27, 9:30 a.m., City Hall, Room 421.  
Each bid must be accompanied by a bid bond or money order, or a cashier's check, or certified check, in the amount of \$2,500.00 payable to the City and County of San Francisco to serve as security that, on award, the bidder will enter into a contract with the City. Personal or company checks will not be accepted. (See Special Condition 80)

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID AND CONTRACT CONDITIONS**

**Terms Related To Bidding**

**1. When Bids Are Due; Bid Opening Procedures**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. Alternates**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use, Bidder is responsible for identifying any deviations from Purchasing's specifications.

**3. Articles Furnished**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (D) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. Place of Manufacture**

No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

**5. Condition of Article**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID AND CONTRACT CONDITIONS**

**6. Samples**

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB Point**

F.O.B. destination in San Francisco, freight prepaid and allowed.

**8. Price List Discounts**

When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.

**9. Bidding on Separate Items and in the Aggregate**

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

**10. Prices**

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**11. Awards; Rejection of Bids**

Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

**12. Cash Discounts; Terms of Payment (Commodities and Equipment only)**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days. Example: "1%, 30 days, Net 31."

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID AND CONTRACT CONDITIONS**

- b. The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- c. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- d. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of "c." and "d." above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

**13. Sunshine Ordinance**

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**Terms Related to the Contract**

**14. Inspection**

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

**15. Contract Interpretation; Choice of Law/Venue; Assignment**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**16. Hold Harmless and Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract,

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID AND CONTRACT CONDITIONS**

including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**17. Failure to Deliver**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. Budget and Fiscal Provisions**

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

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19. **Default; Remedies**

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. **Termination for Convenience**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

21. **Guaranteed Maximum Costs**

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any

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offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

- d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**22. Taxes**

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
  - (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
  - (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
  - (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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**23. Use of City Opinion**

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

**24. Nondiscrimination; Penalties**

**a. Contractor Shall Not Discriminate**

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**b. Subcontracts**

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**c. Nondiscrimination in Benefits**

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**d. Condition to Contract**

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting

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documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**c. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**25. Local Business Enterprise Utilization; Liquidated Damages**

- a. The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

**Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will

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determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBB Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**26. MacBride Principles -- Northern Ireland**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**27. Tropical Hardwood and Virgin Redwood Ban**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

**28. Resource Conservation**

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

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**29. Submitting False Claims; Monetary Penalties**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

**31. Drug-Free Workplace Policy**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

**32. Compliance with Americans with Disabilities Act**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

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**33. Compliance with Laws**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**34. Bid Protests**

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(f) pertaining to the San Francisco Administrative Code, Chapter 21.

**35. Food Service Waste Reduction Requirements**

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**End of Bid and Contract Conditions**

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End of Bid and Contract Conditions

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These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**36. Contract Term**

The contract period shall be for 36 months. The term of this contract is the period from award execution date, approximately July 1, 2009, or the above stated term date whichever is later, through the last day of the month of a 36 consecutive month period.

**37. Contract Extension**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 5 years.

**38. Toll-Free Telephone Number**

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

**39. Cooperative Agreement**

Contractor agrees  X  or does not agree \_\_\_\_\_ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

**40. LBE Ordinance**

To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the Human Rights Commission by the Bid Due date. The certification application is available from HRC (415) 252-2500, and on the web at:

[www.sfgov.org/site/sfhumanright-index.asp](http://www.sfgov.org/site/sfhumanright-index.asp)

Click on LBE, 14B Ordinance Attachments A Forms.

Click on appropriate LBE Certification Application.

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41. Claim for Preference

To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

42. Bid Preference for Brokerage Services

Pursuant to Section 14B.7 of the Administrative Code, a bid preference will only be awarded to an LBE, or an LBE joint venture where the LBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

43. LBE Subcontracting

a. Subcontracting to LBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

b. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

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- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.
- (4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

**c. Examples of Subcontracting**

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

**d. Reports**

On a quarterly (January 1 -- March 31, April 1 -- June 30, July 1 -- September 30, October 1 -- December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

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**e. HRC Data on LBEs**

Contractor will obtain from HRC a copy of HRC's database of LBEs, and this or other information from HRC, shall be the basis for determining whether a LBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least quarterly. Please call HRC at (415) 252-2500.

**44. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**45. Conflict of Interest**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**46. Non-Waiver of Rights**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**47. Contractor's Default**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

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**48. Bankruptcy**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**49. Incidental and Consequential Damages**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**50. Reports by Contractor**

**Multi-Year Term Contract**

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the City and must list by department or location the following: (1) Contract and manufacturer item number of all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract.

Contractor shall send the reports to:

Pamela Ollivier, Senior Purchaser  
Re: Term Contract No. 60702  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**51. Notice to Parties**

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

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**GENERAL CONDITIONS (Continued)**

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**52. Subcontracting**

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**53. Independent Contractor**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**54. Severability**

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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**GENERAL CONDITIONS (Continued)**

**55. Emergency - Priority 1 Service**

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**56. Request for Taxpayer Identification Number and Certification – IRS Form W-9**

See attached Standard Bid Forms, P-225, Item 1.

**57. Term Bid – Quantities**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**58. First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**b. First Source Hiring Agreement**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The

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agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the PSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the PSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The PSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In

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the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**e. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages**

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as

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determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - (a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - (b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

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**GENERAL CONDITIONS (Continued)**

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**59. Earned Income Credit (EIC) Forms**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- b. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- c. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**60. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the

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commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**61. Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (1) terminate this contract, and (1) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**62. Preservative-Treated Wood Containing Arsenic**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**63. Contract Product/Service Quality Report**

Departments may complete and return to Purchasing these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will

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have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**64. Protection of Private Information**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**65. Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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**GENERAL CONDITIONS (Continued)**

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.

**66. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**End of General Conditions**

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**SPECIAL CONDITIONS**

**67. Purpose**

The purpose of this contract is to provide the San Francisco Fire Department and various departments of the City and County of San Francisco with a reliable, responsive, and responsible source of supply for Paramedic/Medical Materials and Supplies.

**68. Pre-Bid Conference**

A Pre-bid Conference will be held as follows:

**Location:** City Hall, Room 421  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Date and Time:** Wednesday, May 27, 2009 @ 9:30 a.m.

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Pamela Olivier, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685  
Fax No. : 415-554-6717  
E-mail: [Pamela.Olivier@sfgov.org](mailto:Pamela.Olivier@sfgov.org)

Please reference Contract Proposal No. 60702.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any change notice, which will be posted on the City's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>

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69. Specifications

All items covered under this contract proposal must fully comply with all specification stated in the contract proposal as well as all applicable F.D.A., Federal and State Government Requirements. The latest revisions of all specifications apply to this contract.

All items covered by this contract proposal were evaluated by the San Francisco Fire Department Paramedic Advisory Committee and determined to be medically acceptable for use by the Paramedic Division.

Those items that are stated as "No Substitutes" were determined to be the only item medical acceptance and appropriate for use by the S.F.F.D. Paramedic Division. Bidders must submit bids for the exact item specified as "No Substitute". Any deviation from the stated specification, manufacturer or model number will cause that bid to be rejected as non-responsive.

70. Bidder's/Contractors Qualifications and Requirements

- a. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products covered by the contract. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of 10% of the estimated quantities on all products and articles listed on the bid sheets and required by the San Francisco Fire Department or any other SF Department utilizing this term contract. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 47) of the contract.
- b. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. (Name, phone number, and email address to be provided.) As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. - 5:00 P.M.).
- c. Contractor must maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the San Francisco Fire Department or any other SF Department utilizing this term contract.
- d. Contractor must have a storage warehouse, distribution facility, parking area and will-call counter (for the San Francisco Fire Department or any other SF Department utilizing this term contract Department pick-ups) located within the San Francisco Bay Area
- f. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

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**SPECIAL CONDITIONS (Continued)**

- g. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- h. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- i. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
- j. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- k. Contractor must be capable of producing usage reports required under General Condition No. 50 of this contract.

**7L. Delivery**

Contractor must comply with the following delivery requirements. Failure to comply with all requirements may result in application of General Condition No. 47. Contractor's Default clause.

- A. Deliveries must be made F.O.B. Destination to the San Francisco Fire Department: Bureau of Equipment, and other City department locations that may require the commodities contained in this contract.
- B. Delivery of all items under this contract must be made within five (5) working days from the date the order was placed by the City Department and received by the Contractor.
- C. No substitution will be allowed. <sup>A Where noted</sup> Contractor must deliver the exact order placed by the ordering department.
- D. Contractor may occasionally be required to deliver prior to the maximum five (5) working days delivery period. In some cases, the department will require pick-up at supplier's place of business by designated department representative.

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- E. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.
- F. Contractor shall notify the ordering department immediately, if unable to deliver the items and quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered item. Ordering department may reject back-ordered items.
- G. All deliveries must include a packing slip that includes the following information:
  - Complete description, including manufacturer's name and product code number
  - Quantity ordered
  - Contract and contract item number
  - Back ordered item(s) and amount back ordered
  - Date back ordered item(s) will be delivered

**72. Price**

- A. This is a thirty-six (36) month contract. All prices shall remain firm for the first twelve (12) months of the contract term.
- B. ~~After that date, prices may be increased or decreased effective on the anniversary of the commencement date of this contract.~~

After the twelfth month of contract, prices may be increased, effective on the first day of the thirteenth month (July) from the commencement date of this contract and be held firm for one year thereafter annual price increases are subject to the same process of request, justification and approval, as detailed below. Price decreases are accepted at any time during the life of this contract.

The contractor may propose to raise or lower its price based on the change in the latest version of United States Department of Labor, Producer Price Index (PPI), reference for Series ID: PCU3391 - -3391 - -, Titled: Medical Equipment and Supplies Mfg..

For example, the latest, final, referenced data, as of this writing is 107.6 points, dated December, 2008. If our starting base is one year previous, the final data of December 2007 is 105.4 points. The index point difference is 2.20 points. 2.20 points is 2 % of the base 105.4.

To obtain this information, go to the United States Department of Labor website, Bureau of Labor Statistics, Producer Price Indexes, PPI Databases: <http://www.bls.gov/PPI/>.

Click on "PPI Database"; Under "Industry Data", Click "Multi-Screen Data Search"; Scroll down and highlight "3391 - Medical equipment and supplies mfg"; click on "Next Form"; highlight "3391 -" again; click on "Next Form" again; highlight the report years desired; and click "Retrieve Data".

- C. Contractor must submit with their request for an increase in price(s), proper and complete documentation from the PPI showing said increase. Contractor must submit proper and complete documentation with their request for any increase within thirty (30) days of the anniversary date of the commencement of the contract.

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The City will review the request and, if it is approved, will issue a Contract Modification reflecting the price change.

- D. Contractor must provide the City any price decrease from the manufacturer and inform the Purchaser within fifteen (15) calendar days of their notification. There is no limit on price decreases during the contract term.

This price adjustment clause shall apply to any extension(s) of the contract term.

Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered.

**73. Bid Evaluation**

Except as otherwise noted on Bid Sheets, bid prices will be evaluated in the aggregate of all items based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBB preference (see General Conditions 40 through 43) and applicable sales tax adjustment (see Special Condition 74).

Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".

**74. Adjustment of Bid Price for Sales Tax**

In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**75. Award**

Award will be made to the lowest priced, most responsive and responsible bidder ~~by~~ in the aggregate of all awarded items.

In order to be considered for award, bidders must bid on all items.

In determining the award, Purchasing will take into consideration, but will not be limited to:

- Price (evaluated)
- Satisfactory review of bidders' qualifications.
- Any other factors deemed pertinent

**76. Awarded Items**

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- a. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.
- b. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- c. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**77. Ordering**

- a. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.
- b. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

**78. Payment**

- a. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract.
- b. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**79. Additional Items**

- a. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.

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- b. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- c. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- d. All additional items or services added to the contract shall be approved through issuance of a contract modification.
- e. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

**80. Bid Security**

Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of \$2,500 payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. Personal or company checks will not be accepted. Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid.

After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**81. Insurance**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
  - (1) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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- (2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
  
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:
  - (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
  - (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
  
- c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:
 

Director, Office of Contract Administration  
 Purchasing Division  
 City and County of San Francisco  
 City Hall, Room 430  
 1 Dr. Carlton B. Goodlett Place  
 San Francisco, CA 94102-4685
  
- d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
  
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
  
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
  
- g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of

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California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

- h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

**82. Failure to Execute Contract**

- a. Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City.
- b. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**83. Entire Agreement**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**84. Bid Submittal Instructions**

Bids must be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

Bidders are to return all required documents, which include:

- A. Page 1 of the Contract Proposal completed and signed.  
B. Bid Sheets for items being bid on only.  
C. Specifications on alternate items bid.  
D. All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.  
E. Bid Security, as required.  
F. Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets. Prices should be clearly written by typewriter or pen and ink.

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**SPECIAL CONDITIONS (Continued)**

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, contact:

Pamela Oliver, Senior Purchaser  
(415) 554-6264  
[Pamela.Olivier@sfgov.org](mailto:Pamela.Olivier@sfgov.org)

**End of Special Conditions**

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 (Bid all items! Award in aggregate! Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
100	OXYGEN MASK, PEDIATRIC, clear flexible plastic, elastic head strap, with 84" plastic tubing, dual nose clip attached to mask in two places, latex free	Teleflex Medical #1011 No Substitute!	300	EA	<u>\$ .93 ea</u> Bid as specified	<u>\$ 279.00</u>
101	CANNULA, NASAL, PEDIATRIC, soft plastic with star lumen tubing and universal connector, 84" oxygen tubing, latex free individually packaged.	Teleflex Medical #1826 No Substitute!	100	EA	<u>\$ 1.06 ea</u> Bid as specified	<u>\$ 106.00</u>
102	PED-STYLET, SATIN SLIP, TYPE "ET" tube guide which is malleable and can be formed and reformed repeatedly, low friction coating eliminates the need for lubrication, latex free.	Teleflex Medical #502501 No Substitute!	150	EA	<u>\$ 1.69 ea</u> Bid as specified	<u>\$ 253.50</u>
103	PEDI-CAP, END-TIDAL CO <sub>2</sub> DETECTOR, PEDIATRIC SIZE, attached to end of endotracheal tube, changes color between inspiration and expiration to verify proper tube placement.	Kendall Healthcare PEDICAP No Substitute!	150	EA	<u>\$ 9.10 ea</u> Bid as specified	<u>\$ 1365.00</u>
104	ENDOTRACHEAL TUBE HOLDER, PEDIATRIC SIZE, designed to secure endotracheal tubes, built-in bite block, durable plastic foam comfort cushion, Velcro securing strap.	Laerdal #600-20000 No Substitute!	400	EA	<u>\$ 2.88 ea</u> Bid as specified	<u>\$ 1152.00</u>
105	PLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 2.5MM, Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506525 No Substitute!	100	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 326.00</u>

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 (Bid all items! Award in aggregate Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
106	<b>FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 3.0MM</b> Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506530 No Substitute!	100	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 326.00</u>
107	<b>FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 3.5MM</b> Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506535 No Substitute!	100	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 326.00</u>
108	<b>FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 4.0MM</b> Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506540 No Substitute!	100	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 326.00</u>
109	<b>FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 4.5MM</b> Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506545 No Substitute!	100	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 326.00</u>
110	<b>FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE UNCUFFED, 5.0MM</b> Murphy style eye, kink resistant design, clear with full length radiopaque line, super sensitive pilot balloon, single use.	Teleflex Medical #506550 No Substitute!	150	EA	<u>\$ 3.26 ea</u> Bid as specified	<u>\$ 489.00</u>
111	<b>FORCEPS, MAGILL, PEDIATRIC,</b> Stainless steel, 4 1/2" reach,	Magnum Medical #10-2760 or Alternate _____	10	EA	<u>\$ 3.96 ea</u> Bid as specified	<u>\$ 39.60</u>

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
112	LARYNGOSCOPE BLADE, PLASTIC, fits standard D4734 laryngoscope handle, ball bearing latching mechanism blade, Miller Size #0, 20 per box.	Teleflex Medical #004850050 No Substitute!	100	EA	\$ 4.05 ea Bid as specified	\$ 405.00
113	LARYNGOSCOPE BLADE, PLASTIC, except ball bearing latching mechanism blade, Miller size #1,	Teleflex Medical #004851100 No Substitute!	100	EA	\$ 4.05 ea Bid as specified	\$ 405.00
114	LARYNGOSCOPE BLADE, PLASTIC, except ball bearing latching mechanism blade, Miller size #2,	Teleflex Medical #004852200 No Substitute!	100	EA	\$ 4.05 ea Bid as specified	\$ 405.00
115	LARYNGOSCOPE BLADE, STAINLESS STEEL, fits D4734 laryngoscope handle, hook-on style with replacement lamp, ship proof 303 and 304 stainless steel, silver filler-metal brazed high intensity krypton bulb, 15-year unconditional warranty.	Maco International #D4748 or Alternate _____	100	EA	\$ 10.88 ea Bid as specified	\$ 1088.00
116	LARYNGOSCOPE BLADE, PLASTIC, fits standard D4734 laryngoscope handle, ball bearing latching mechanism blade, Mac size No. 2	Teleflex Medical #004802200 No Substitute!	100	EA	\$ 4.05 ea Bid as specified	\$ 405.00
117	LAMP, LARYNGOSCOPE, size: large, Frosted high intensity krypton bulb,	Teleflex Medical #008628300 or Alternate _____	50	EA	\$ 1.37 ea Bid as specified	\$ 68.50
118	ORALPHARYNGAL AIRWAY, Bernan type, plastic, 43 MM, infant, disposable.	Teleflex Medical #121850 or Alternate _____	50	EA	\$ .14 ea Bid as specified	\$ 7.00
119	ORALPHARYNGAL AIRWAY, 60MM infant.	Teleflex Medical #121802 or Alternate _____	200	EA	\$ .14 ea Bid as specified	\$ 28.00

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
120	SYRINGE, EAR AND ULCER, 2 oz. size.	Medline, #DYND70275 or Alternate _____	60	EA	\$ .80 ea Bid as specified	\$ 48.00
121	SUCTION CATHETER, 6 French, two (2) opposed eyes at tip and thumb control, sterile.	Covidien #30620 or Alternate _____	100	EA	\$ .20 ea Bid as specified	\$ 20.00
122	SUCTION CATHETER, 8 French	Medline Ind. #DYND40908	100	EA	\$ .20 ea Bid as specified	\$ 20.00
123	SUCTION CATHETER, 10 French	Covidien, #31020 or Alternate _____	100	EA	\$ .20 ea Bid as specified	\$ 20.00
124	CATHETER, IV, 22GA x 1 1/4", Polyurethane oerlon radiopaque,	Smiths Medical #3060 No Substitute!	800	EA	\$ 1.88 ea Bid as specified	\$ 1504.00
125	CATHETER, IV, except 24 Gauge X 1 3/4"	Smiths Medical #3063 No Substitute!	800	EA	\$ 1.88 ea Bid as specified	\$ 1504.00
126	BLOOD PRESSURE CUFF, NEWBORN, vinyl, bladder, bulb and valve, female quick connector.	Mabis Healthcare 69-130-012 or Alternate _____	10	EA	\$ 8.63 ea Bid as specified	\$ 86.30
127	BLOOD PRESSURE CUFF, INFANT, vinyl, bladder, bulb and valve, female quick connector.	Mabis Healthcare 69-130-013 or Alternate _____	20	EA	\$ 8.63 ea Bid as specified	\$ 172.60
128	BLOOD PRESSURE CUFF, CHILD, vinyl, bladder, bulb and valve, female quick connector.	Mabis 01-130-015 or Alternate _____	40	EA	\$ 8.63 ea Bid as specified	\$ 345.20
129	ANESTHESIA MASK, (APC) TRANSPORT, neonate, adjustable pressure cuff mask, fits all neonate size I, standard 22mm O.D. connectors,	King System #1012 or Alternate _____	100	EA	\$ 1.98 ea Bid as specified	\$ 198.00

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
130	ANESTHESIA MASK, (APC) TRANSPORT, Infant, adjustable pressure cuff mask, fits all neonate size 1, standard 22mm O.D. connectors,	King System #1022 or Alternate _____	100	EA	\$ 1.98 ea	\$ 198.00 Bid as specified
131	BAG VALVE MASK RESUSCITATOR, pediatric exceeds performance and safety criteria of ASTM-F920 and ISO8382, latex free thermo plastic, removable disk valve on exhalation port, packaged in a temper proof box with color coded labeling. Includes folding bag, valve mask, oxygen reservoir and plastic storage bag	Engineered Medical #D5102 or Alternate _____	200	EA	\$ 13.49 ea	\$ 2698.00 Bid as specified
132	FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE CUFFED 6.5MM, Murphy style eyes, full length radiopaque line, super sensitive pilot balloon,	Teleflex Medical #504560 No Substitutel	50	EA	\$ 3.37 ea	\$ 168.50 Bid as specified
133	FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE CUFFED, 7.0MM, Murphy style eyes, full length radiopaque line, super sensitive pilot balloon.	Teleflex Medical #504570 No Substitutel	300	EA	\$ 3.37 ea	\$ 1011.00 Bid as specified
134	FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE CUFFED, 7.5MM balloon, Murphy style eyes, full length radiopaque line, super sensitive pilot balloon.	Teleflex Medical #504575 No Substitutel	400	EA	\$ 3.37 ea	\$ 1348.00 Bid as specified
135	FLEXI-SET ENDOTRACHEAL TUBE, WITH STYLETTE CUFFED size 8.00MM, Murphy style eyes, full length radiopaque line, super sensitive pilot balloon.	Teleflex Medical #504580 No Substitutel	100	EA	\$ 3.37 ea	\$ 337.00 Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
136	ENDOTRACHEAL TUBE STYLETTE, With soft distal tip, size 12 French	Teleflex Medical #502505 No Substitutefol	160	EA	\$ 3.29 ea Bid as specified	\$ 526.40
137	OROPHARYNGEAL AIRWAY, Berman type, size 80MM, small adult, plastic, disposable.	Teleflex Medical #121803 or Alternate _____	100	EA	\$.14 ea Bid as specified	\$ 14.00
138	OROPHARYNGEAL AIRWAY, Berman type, size 4-90MM, small adult, plastic, disposable.	Teleflex Medical #121804 or Alternate _____	300	EA	\$.14 ea Bid as specified	\$ 42.00
139	OROPHARYNGEAL AIRWAY, Berman type, size 5, 100 MM, small adult, plastic, disposable.	Teleflex Medical #121805 or Alternate _____	200	EA	\$.14 ea Bid as specified	\$ 28.00
140	NASOPHARYNGEAL AIRWAY, Latex free, size 24 French.	Teleflex Medical #123124 or Alternate _____	60	EA	\$ 2.13 ea Bid as specified	\$ 127.80
141	NASOPHARYNGEAL AIRWAY, Latex free, size 30 French	Teleflex Medical #123130 or Alternate _____	100	EA	\$ 2.13 ea Bid as specified	\$ 213.00
142	LUBRICATING JELLY, .09 oz., foil packet, 144 per box.	PDI #T00128 or Alternate _____	50	BX	\$ 7.92 bx Bid as specified	\$ 396.00
143	SUCTION TUBING, vinyl, 1/4" X 72" long.	Medline #DYND50246 or Alternate _____	400	EA	\$.80 ea Bid as specified	\$ 320.00
144	SUCTION CATHETERS, 14 French X 22" long, whistle tip, sterile PVC with opposed eyes at tip and thumb control valve.	Medline #DYND40902 or Alternate _____	100	EA	\$.20 ea Bid as specified	\$ 20.00
145	YANKAUER SUCTION TIP, 10" long.	Medline #DYND50132 or Alternate _____	550	EA	\$.57 ea Bid as specified	\$ 313.50

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
146	LARYNGOSCOPE BLADE, extremely rigid plastic with bright white light fits standard D4734 laryngoscope handle, ball bearing latching mechanism blade, Miller Size #3	Teleflex Medical #00485-3300 No Substitute!	200	EA	<u>\$4.05 ea</u>	<u>\$810.00</u> Bid as specified
147	LARYNGOSCOPE BLADE, Miller No. 4, stainless steel, D4734 standard laryngoscope handle, hook on style with replacement lamp, made of chip proof 303 and 304 stainless steel, with silver based filler metal brazed, high intensity krypton bulb, unconditional 15-year warranty.	Maco Int'l #D4747 or Alternate _____	100	EA	<u>\$ 10.88 ea</u>	<u>\$ 1088.00</u> Bid as specified
148	LARYNGOSCOPE BLADE, extremely rigid plastic with bright white light ball-bearing latching mechanism, mac size #3	Teleflex Medical #00480-3300 No Substitute!	200	EA	<u>\$ 4.05 ea</u>	<u>\$ 810.00</u> Bid as specified
149	LARYNGOSCOPE BLADE, extremely rigid plastic with bright white light disposable, ball-bearing latching, mac size #4	Teleflex Medical #00480-04400 No Substitute!	350	EA	<u>\$4.05 ea</u>	<u>\$1417.50</u> Bid as specified
150	LARYNGOSCOPE HANDLE, standard size, uses "C" battery, chrome plated brass with knurled handle, 15-year unconditional warranty. Maco International	Maco Int'l. D4734 or Alternate _____	100	EA	<u>\$10.75 ea</u>	<u>\$ 1075.00</u> Bid as specified
151	SYRINGE, 10cc, with luer-loc tip, sterile peel apart pack.	Terumo, # SS10L or Alternate _____	700	EA	<u>\$.13 ea</u>	<u>\$91.00</u> Bid as specified
152	ENDOTRACHEAL TUBE HOLDER, ADULT SIZE, uses threaded screw to hold et tube secure in holder, secured with Velcro, straps around neck,	Laerdal #600-10000 No Substitute!	650	EA	<u>\$ 2.88 ea</u>	<u>\$ 1872.00</u> Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
153	END-TIDAL CO <sub>2</sub> DETECTOR, ADULT SIZE, attaches to end of endotracheal tube, changes color between respiration and expiration to verify proper tube placement	Covidien #EZCAP No Substitutes	350	EA	\$ 9.10 ea	\$ 3185.00 Bid as specified
154	NASAL CANNULA, ADULT, softech with star lumen tubing and universal connector, with 84" plastic oxygen tubing, latex free, 50/cs	Teleflex Medical #1104 No Substitutes	400	CS	\$ 16.50 cs	\$ 6600.00 Bid as specified
155	MASK, NON-REBREATHER O <sub>2</sub> ADULT, WITHOUT AIR INTAKE, Dual nose clip attaches to mask in two places, latex free, 84" O <sub>2</sub> supply 50/cs	Teleflex Medical #1060 No Substitutes	190	CS	\$ 43.00 cs	\$ 8170.00 Bid as specified
156	BAG VALVE MASK RESUSCIATOR, ADULT, LATEX FREE, exceeds the performance and safety criteria of ASTM F920 and ISO 8382, removable disk valve on exhalation tube, BVM package to be in a tamper proof box with color coded labeling includes: folding bag, valve mask, oxygen reservoir and plastic storage bag.	Engineered Medical D5101 or Alternate _____	1,100	EA	\$ 11.48 ea	\$ 12,628.00 Bid as specified
157	IV SOLUTION, SODIUM CHLORIDE, (0.9% injection USP) bag made of bio-compatible material, 1000cc, 12/cs.	Braun #L8000 or Alternate _____	1,600	CS	\$ 11.88 cs	\$ 19,008.00 Bid as specified
158	TOURNIQUET, LATEX Free, Penrose, Tubing, size 1 1/2" x 1" x 18", 100/box.	Medline #DYND50424 or Alternate _____	200	BX	\$ 6.10 bx	\$ 1220.00 Bid as specified
159	NEEDLE, HYPODERMIC, SINGLE USE, Safety glide 18 gauge x 1.5", sterile	Becton-Dickinson (BD) #305918 No Substitutes	800	EA	\$ .32 ea	\$ 256.00 Bid as specified

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160	SYRINGE, TUBERCULIN, 1ml, 25ga x 5/8", Safety-loc syringe with needle, 100/bx.	Becton-Dickinson (BD) #305554 No Substitutes!	10	BX	\$ 39.38 bx	\$ 393.80 Bid as specified
161	SYRINGE, 3cc 23 gauge X 1 with needle, 100/box. Safety-loc	Becton-Dickinson 309594 No Substitutes!	10	BX	\$ 22.99 bx	\$ 229.90 Bid as specified
162	SYRINGE, 5cc with 21 gauge x 1.5" needle, 50/bx. Safety-loc	Becton-Dickinson (BD) 305561 No Substitutes!	20	BX	\$ 26.57 bx	\$ 531.40 Bid as specified
163	SYRINGE, 10cc syringe with 21 gage x 1.5" needle, Safety-loc, 50/box.	Becton-Dickinson (BD) 305564 No Substitutes!	20	BX	\$ 23.83 bx	\$ 476.60 Bid as specified
164	SYRINGE, 20ml syringe, luer lock.	Becton-Dickinson #309661 or Alternate _____	200	EA	\$ .35 ea	\$ 70.00 Bid as specified
165	SYRINGE, 35cc syringe with luer Lock.	Covidien #8881-535776 or Alternate _____	150	EA	\$ .38 ea	\$ 57.00 Bid as specified
166	IV ADMINISTRATION SET, 60 Drop Set, 2 "Y" Site with Needle-free Ports	ICU Medical B3000-11 No Substitutes!	800	EA	\$ 2.26 ea	\$ 1808.00 Bid as specified
167	STOPCOCK EXTENSION SET with four-way stopcock and spin- lock adapter.	B. Braun #454320 No Substitutes!	600	EA	\$ 1.46 ea	\$ 876.00 Bid as specified
168	IV ADMINISTRATION, 10 Drop Set with Extension Needle-free and Bravo Ports, 50/cs	ICU Medical #B9900-170 No Substitutes!	360	CS	\$ 150.00 cs	\$ 54,000.00 Bid as specified
169	ACCESS PINS, with valve, Safesite	B. Braun #415077 No Substitutes!	400	EA	\$ 1.24 ea	\$ 496.00 Bid as specified

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170	PRESSURE INFUSERS, IV PRESSURE INFUSER WITH GAGE	Ethox #4010 or Alternate _____	150	EA	\$ 14.55 ea	\$ 2182.50 Bid as specified
171	IV CATHETER SYSTEM, VANIGARD IV PATENTED SYSTEM FOR SECURING IV CATHETERS, 100/bx.	ConMed #705-4431 No Substitute!	230	BX	\$ 38.25 bx	\$ 8797.50 Bid as specified
172	ALCOHOL SWAB PREP PADS, 200/bx.	Kendall #6818 or Alternate _____	550	BX	\$ 1.65 bx	\$ 907.50 Bid as specified
173	POVIDONE-IODINE SWABSTICKS, Dynarex Model No. 1201. Individual packaged 50/bx.	Dynarex #1201 or Alternate _____	100	BX	\$ 4.59 bx	\$ 459.00 Bid as specified
174	BAND-AID, 1" x 3", 100/bx. J & J	J&J #4744 or Alternate _____	650	BX	\$ 2.79 bx	\$ 1813.50 Bid as specified
175	CATHETER, IV SAFETY SYSTEM, 14 gauge X 1 1/2", protective IV catheter, polyurethane ocrilon radiopaque,	Smiths Medical #3068 No Substitute!	800	EA	\$ 1.88 ea	\$ 1504.00 Bid as specified
176	CATHETER, IV SAFETY SYSTEM, PROTECTIVE PLUS, LV. CATH, 16 gauge X 1 1/2", polyurethane ocrilon radiopaque, 50/box.	Smiths Medical #3062 No Substitute!	35	BX	\$ 94.00 bx	\$ 3290.00 Bid as specified
177	CATHETER, IV SAFETY SYSTEM, PROTECTIVE PLUS, LV. CATH, 18 gauge X 1 1/2", polyurethane ocrilon radiopaque, 50/box.	Smiths Medical #3065 No Substitute!	370	BX	\$ 94.00 bx	\$ 34,780.00 Bid as specified
178	CATHETER, IV SAFETY SYSTEM, 20 gauge X 1 1/2", polyurethane ocrilon Radiopaque, 50/box.	Smiths Medical #3066 No Substitute!	310	BX	\$ 94.00 bx	\$ 29,140.00 Bid as specified
179	ELECTRODES, PEDIATRIC, PRE- Jelled disposable ECG monitoring electrode, silver/silver chloride, 3/pk 10 packs per box. Huggables	ConMed #1620-003 No Substitute!	220	BX	\$ 5.45 bx	\$ 1199.00 Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
180	SURETRACE ELECTRODE, ADULT Pre-jelled disposable ECG Monitoring Electrode. 3/pk; 10 pk/box	ConMed #1800-003 No Substitute!	250 7200	BX	\$ 4.95 bx	\$ 35,640.00 Bid as specified
181	DRESSING, GAUZE SPONGE, STERILE, size: 2" x 2", 8 ply, 100 packs/box.	Dukal #6208 or Alternate _____	180	BX	\$ 1.36 bx	\$ 244.80 Bid as specified
182	DRESSING, GAUZE SPONGE, STERILE, 267/bx size: 4" x 4", 12 ply, 2/pk-100 pk/box.	Kendall #6939 or Alternate _____	270	BX	\$ 1.75 bx	\$ 472.50 Bid as specified
183	PETROLATUM DRESSING, XERO- FOAM, STERILE, NON-ADHERING, fine mesh, absorbent gauze, impregnated with 3% Biomuth, Tribromophenato size: 6" x 9", 50/case.	Kimberly Clark #20068 or Alternate _____	30	CS	\$ 41.10 cs	\$ 1233.00 Bid as specified
184	TRANSPORE TAPE, PLASTIC, size: 1" x 10 yards, 12/box. 3M#1527-1.	3M #1527-1 No Substitute!	150	BX	\$ 14.15 bx	\$ 2122.50 Bid as specified
185	ADHESIVE TAPE, ZONAS TYPE POROUS TAPE, size: 1" x 10 yards, 12/box.	Johnson & Johnson #5104 No Substitute!	110	BX	\$ 10.38 bx	\$ 1141.80 Bid as specified
186	ADHESIVE TAPE, ZONAS TYPE POROUS TAPE, size: 2" x 10 yards, 6/box	Johnson & Johnson #5106 No Substitute!	330	BX	\$ 10.38 bx	\$ 3425.40 Bid as specified
187	SODIUM CHLORIDE, 1000 ml irrigation solution, 16/cs.	B. Braun, #5200-01 or Alternate _____	45	CS	\$ 17.60 cs	\$ 729.00 Bid as specified
188	STERILE IRRIGATION WATER, 1000 ml bottles, sterile water, 16/cs.	B. Braun, #R5000-01 or Alternate _____	60	CS	\$ 17.60 cs	\$ 1056.00 Bid as specified
189	INSTANT, ICE PACK, Disposable, single use 5.5" x 8", 24/cs	CP&S, #4299.1 or Alternate _____	370	CS	\$ 6.55 cs	\$ 2423.50 Bid as specified

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190	INSTANT HOT COMPRESS Disposable, single use 6" x 9", 24/cs	CP&S # 4298 or Alternate _____	180	CS	\$ 7.95 cs Bid as specified	\$ 1431.00
191	DRESSING, NON-STERILE, 4" x 4", 8 ply, 200/bag.	Dukal # 84088 or Alternate _____	1650	BG	\$ 1.94 bag Bid as specified	\$ 3201.00
192	DRESSING, STERILE, size: 10" x 30", trauma dressing,	Medline #NON21459 or Alternate _____	375	EA	\$ 1.12 ea Bid as specified	\$ 420.00
193	SPLINT, CARD BOARD, ARM, 18" long, disposable, 36 each/box.	Flexpack #F0062 or Alternate _____	10	BX	\$ 15.32 bx Bid as specified	\$ 153.20
194	SPLIT, CARD BOARD, ARM, wrist splint, 12" long, 36 each per box.	Flexpack #F0061 or Alternate _____	10	BX	\$ 10.95 bx Bid as specified	\$ 109.50
195	SPLINT, CARD BOARD, ARM, leg splint, 36" long, 36 each per box.	Flexpack #F0064 or Alternate _____	10	BX	\$ 28.39 bx Bid as specified	\$ 283.90
196	WIRELADDER SPLINT, EXPANDED ALUMINUM, size: 28" long 3.75" wide extended. Packaged in unitized box 4" x 2.25" x .625"	Paratech #1211300 No Substitute!	75	EA	\$ 5.06 ea Bid as specified	\$ 379.50
197	BANDAGES, TRIANGULAR, must be two-ply non-stitched muslin cloth with safety pins, sealed in cellophane or plastic, size: 40" x 40 x 56", non-sterile, 12 per box.	Medline #NONTR1300 or Alternate _____	330	BX	\$ 2.52 bx Bid as specified	\$ 831.60
198	CERVIGUARD, high density foam blocks inside heavy yellow plastic bag, size: 10" x 4" x 4", 20 bags/cs.	Flexpack #F0167 No Substitute!	360	CS	\$ 78.40 cs Bid as specified	\$ 28,224.00

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
199	<b>HEAD-BEDS II</b> , disposable cardboard cervical immobilization device with adhesive backing and Velcro closure, one size fits all, size: 16" x 5" x 5", weight 2 oz. radiolucent, 10 per pack.	Laerdal #982000 No Substitute	680	PK	\$ 35.70 pk Bid as specified	\$ 24,276.00
200	<b>HEAD-BED PADS</b> , pad pack, size: 4" x 3" x 3/4" to be used with head bed 10 pads each sheet.	Laerdal #982100 No Substitute	60	BA	\$ 4.25 ea Bid as specified	\$ 255.00
201	<b>C-COLLAR, PEDIATRIC SIZE</b> , extraction cervical collar, ridge, contoured plastic, molded chin cup, large trachea opening adjustable neck diameter, color coded sizes, radiolucent.	Laerdal #980200 No Substitute	150	BA	\$ 4.35 ea Bid as specified	\$ 652.50
202	<b>C-COLLAR, BABY EXTRACTION COLLAR</b> , cervical, ridge contoured plastic, with molded chin cup, large trachea opening, adjustable neck diameter, color coded size, radiolucent.	Laerdal #980100 No Substitute	100	BA	\$ 4.35 ea Bid as specified	\$ 435.00
203	<b>C-COLLAR, ADULT, ADJUSTABLE EXTRACTION COLLAR</b> , adjusts to four sizes: tall, regular, short, no-neck. Contoured plastic with large trachea, rear panel opening for c-spine palpation, and visualization, molded in instructional. one piece pre-assembled graphics for reinforced training.	Laerdal #980010 No Substitute	<del>700</del> 7000	BA	\$ 4.81 ea Bid as specified	\$ 33,670.00
204	<b>INFECTIOUS WASTE BAG, RED BIO HAZARD</b> , (fits up to 16 gal.) 24" x 37" x 3 mils thickness, pre-printed With "infectious waste" and "child warning" on each bag, 250/cs.	Banta Healthcare #8654 or Alternate _____	10	CS	\$ 27.24 cs Bid as specified	\$ 272.40

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
205	<b>INFECTIOUS WASTE BAG, RED BIO-HAZARD,</b> (fits up to 40 gal.) 23" x 17" x 47" x 4 mils thickness, pre-printed with "Infectious waste" "child warning" on each bag, 75/cs.	Assoc. Bag Co. #36-6-107R or Alternate _____	10	CS	\$ 139.75 cs	\$ 1397.50 Bid as specified
206	<b>BAG, ZIPPER WITH HANG HOLE,</b> size: 6" x 9" x 2 mils thickness, 1000 bag/case.	Assoc. Bag Co. #270-29H or Alternate _____	15	CS	\$ 68.75 cs	\$ 1031.25 Bid as specified
207	<b>BAG, ZIPPER WITH HANG HOLE,</b> measures 12" x 15" x 2 mil thickness, large, 1000/cs.	Assoc. Bag Co. #270-40H or Alternate _____	30	CS	\$ 129.66 cs	\$ 3890.40 Bid as specified
208	<b>BAG, SOILED PLASTIC, BLUE BAG,</b> Drawstring, Size 29" x 39", 1.5 mil; 19 micron 10% post consumer recycle content, 250/cs.	Medline #NONO22938 No Substitute	120	CS	\$ 69.60 cs	\$ 8352.00 Bid as specified
209	<b>GLOVE, EXAM,</b> size: small, latex, non-sterile, powder-free, length: 290MM, cuff thickness, 7.4 mil., palm 11.4 mils., finger thickness 13.3 mils, micro-rough surface, medical grade emollient for easy application, NFPA 1999 Certified and Passed ASTM D-3578-77 Water Test, 50/bx. Size-S, M, L, XL.	Microflex #UL-315 No Substitute	320 1600	BX	\$ 6.47 bx	\$ 10,352.00 Bid as specified
210	<b>GLOVE, HIGH RISK "SAFE GRIP"</b> Non-sterile, powder-free, NFPA Certified Length: 290 MM. Fingertip: 16.5 MILS Palm: 14.3 MILS. Cuff: 10.0 MILS Color: Blue. Size: -S, M, L, XL, 50/box	Microflex #SQ375 No Substitute	1,000 4800	BX	\$ 7.05 bx	\$ 33,840.00 Bid as specified
211	<b>PAWS Antimicrobial Individual Wipes</b> contains: Ethyl Alcohol, 66.5% 100/box.	Safetec #34400 or Alternate _____	1,050	BX	\$ 4.40 bx	\$ 4620.00 Bid as specified
212	<b>SAFETY GOGGLES,</b> Indirect Vent frame/BP lens, clear-budget cover goggle.	Oberon #T7000B or Alternate _____	150	EA	\$ 1.25 ea	\$ 187.50 Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
213	<b>BLANKET, DISPOSABLE</b> , water repellant, poly-foam laminated, color: bright yellow, size: 58" x 90", 18/cs.	Medsource Intl. #B0050 or Alternate _____	380	CS	\$ <u>73.26</u> cs	\$ <u>27,838.80</u> Bid as specified
214	<b>SHARPS CONTAINER</b> , size: large, 2-gal., color: red with lid.	Kendall, #89671 No Substituted	400	BA	\$ <u>3.75</u> ea	\$ <u>1500.00</u> Bid as specified
215	<b>SHARPS CONTAINER</b> , size: small, 1-qt., color: red with lid, 100/cs.	Kendall, #89005A No Substituted	300	CS	\$ <u>168.30</u> cs	\$ <u>50,490.00</u> Bid as specified
216	<b>WASH BASIN, PLASTIC</b> , blue with 6-qt. capacity, single patient use, 50/cs.	Medline, #DYDN80347 or Alternate _____	200	CS	\$ <u>31.41</u> cs	\$ <u>6282.00</u> Bid as specified
217	<b>URINAL, DISPOSABLE</b> , graduated to 32 oz., 1000 ml, plastic single patient use	Medline, #D80235 or Alternate _____	150	EA	\$ <u>.45</u> ea	\$ <u>67.50</u> Bid as specified
218	<b>BED PAN, DISPOSABLE</b> , 1200 ml, pontoon style bed pan, plastic, single patient use.	Medline Ind. DYND80245 or Alternate _____	50	EA	\$ <u>.91</u> ea	\$ <u>45.50</u> Bid as specified
219	<b>BLOOD PRESSURE CUFF, ADULT</b> , nylon (blue), sphygmomanometer, graduated to 300MM with large easy to read numerals, aneroid manometer (gauge) must have a lifetime guarantee on accuracy and must be made with nylon fabric (blue) for easy cleaning.	American Diagnostic #760 or Alternate _____	270	EA	\$ <u>7.89</u> ea	\$ <u>2130.30</u> Bid as specified
220	<b>BLOOD PRESSURE CUFF, LARGE ADULT</b> , nylon (blue), sphygmomanometer graduated to 300MM with large easy to read numerals, aneroid manometer (gauge) must have a lifetime guarantee on accuracy and must be made with nylon fabric (blue) for easy cleaning. 760X.	American Diagnostic #760X or Alternate _____	75	BA	\$ <u>8.63</u> ea	\$ <u>647.25</u> Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
221	<b>THIGH BLOOD PRESSURE CUFF, ADULT, nylon (blue)</b> sphygmomanometer, graduated to 300MM with large easy to read numerals, aneroid manometer (gauge) must have a life-time guarantee on accuracy and must be made with nylon fabric (blue) for each cleaning.	Mabis Healthcare #01-140-017 or Alternate _____	15	EA	\$ 8.63 ea	\$ 129.45 Bid as specified
222	<b>INTRAOSSAUS INFUSION NEEDLE</b> , diekmann style, 16 gauge.	Cook #CDIN-16-30-T45-DKM No Substitute!	100	EA	\$ 36.80 ea	\$ 3680.00 Bid as specified
223	<b>KIT, O.B. DISPOSABLE</b> (emergency Obstetrical) to contain: 1 pair disposable sterile gloves 2 sterile umbilical clamps 6 sterile gauze sponges 4 disposable towels 2 alcohol prep pads 1 plastic bag for placenta 1 drape sheet 2 sterile O.B. pads 1 sterile bulb syringe 2 nylon tie-offs 2 twist ties 1 sterile disposable scalpel	Motion #J-2234 or Alternate _____	100	EA	\$ 5.50 ea	\$ 550.00 Bid as specified
224	<b>ADAPTER, MULTI, 15MM I.D. X 22MM O.D.</b>	Teleflex Medical, #1422 or Alternate _____	300	EA	\$ .42 ea	\$ 126.00 Bid as specified
225	<b>DRESSING, GAUZE, STERILE, ROLL</b> , 6-ply, 4.5" x 4.1 yd., stretched gauze roll, individually pkgd., 100/cs	Kendall #6715 No Substitute!	60	CS	\$ 56.00 cs	\$ 3360.00 Bid as specified
226	<b>MASK, ANESTHESIA, CHILD</b> , transparent adjustable pressure cuff mask, fits all standard 22MM O.D. connectors.	King System #1042 or Alternate _____	200	EA	\$ 1.98 ea	\$ 396.00 Bid as specified

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227	NEBULIZER, WITH MOUTH PIECE CHILD, single patient use	Teleflex Medical #1883 No Substitute!	400	EA	Deleted per amendment \$ _____	\$ _____
228	NEBULIZER, WITH MOUTH PIECE ADULT, single patient use.	Teleflex Medical #1885 # 1883 No Substitute!	1,000	EA	\$ .77 ea	\$ 770.00 Bid as specified
229	TAPE, HYTape, WATERPROOF (zinc oxide base) tape, flexible, washable, 1/2" x 5 yds., color: pink,	Hy Tape #105BLF No Substitute!	250	EA	\$ 2.43 ea	\$ 607.50 Bid as specified
230	RAZOR, PREP, DISPOSABLE, 50/box.	Dynarex #4251 or Alternate _____	10	BX	\$ 17.95 bx	\$ 179.50 Bid as specified
231	TONGUE BLADE, STERILE, DEPRESSOR, senior size, 6" (15.2 cm), 1,000/bx.	Medline #MDS20275 or Alternate _____	60	BX	\$ 2.88 bx	\$ 172.80 Bid as specified
232	SHEARS, BLUNT 7.25", Stainless steel, blue plastic handle	Emergency Medical Instruments #1060-BL or Alternate _____	1,200	EA	\$ 1.15 ea	\$ 1380.00 Bid as specified
233	FEEDING TUBE, PEDI, 5 French-15"	Kendall, #54500 or Alternate _____	400	EA	\$ .99 ea	\$ 396.00 Bid as specified
234	FEEDING TUBE, PEDI, 8 French-15"	Kendall, #54800 or Alternate _____	400	EA	\$ .99 ea	\$ 396.00 Bid as specified

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Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
235	<b>OXYGEN REGULATOR,</b> Constant liter flow. Flow Settings: 0.25, ½, 1, 2, 4, 6, 8, 9, 10, 12, 15, 25. CGA Style: Yoke Connector for Portable Cylinder Use. Must be constructed of solid brass with barb and 1 DISS fitting Contents gauge must extend on a radial axis from the regular body. A gauge shroud, or similar protective device must be pre-installed on the gauge. Flow accuracy is to be within a plus or minus 7 ½% of indicator on selector knob. Lifetime warranty.	Inovo #3625-R-1 or Alternate _____	75	EA	\$ 61.25 ea	\$ 4593.75 Bid as specified
236	<b>SUCTION CANISTER, 1200 CC CAPACITY</b> 120/ea positive shut off system, stem adapters for suction hose connection. Accurate, easy to read calibrations on outside of canister, horizontal inlet adapter to prevent suction hose occlusion, closed system for maximum infection control.	Bemis #484410 No Substitute!	120	EA	\$ 3.21 ea	\$ 385.20 Bid as specified
237	<b>OXYGEN CYLINDER "D"</b> <b>ALUMINUM</b> , all cylinders must feature a post valve (pin indexed) with on/off toggle or butterfly handle. Capacity 420 liters at 2000 PSI, dimensions: length 21" x 4.5" in.	Allied Healthcare #31-10-2014 or Alternate _____	25	EA	\$ 44.75 ea	\$ 1118.75 Bid as specified
238	<b>MONITOR, AIRWAY, AIRFLOW</b> Beck Mark IV attaches to a 15MM. Endotracheal connector	Baam-Mark IV #MD-6-100 No Substitute!	200	EA	\$ 6.25 ea	\$ 1250.00 Bid as specified
239	<b>GLUCOSE JEL</b> contains 15 grams of Glucose (one unit dose tube) net weight 37.5 grams	Paddock Labs #0574-0069-15 or Alternate _____	1300	EA	\$ 3.76 ea	\$ 4888.00 Bid as specified

CITY AND COUNTY OF SAN FRANCISCO  
 OFFICE OF CONTRACT ADMINISTRATION  
 PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
 For the Term July 1, 2009 Through June 30, 2012

**BID SHEET**  
 (Bid all items! Award in aggregate; Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
240	<b>STETHOSCOPE, DUAL HEAD</b> features: ford-type bell and bowless-type diaphragm combined for highest sensitivity, chest piece made of anodized aluminum with non-chill ring, one-piece molded vinyl tubing and adjustable binaural color: blue.	Mabis #10-414-020 or Alternate _____	200	EA	\$ 5.84 ea	\$ 1168.00 Bid as specified
241	<b>PENLIGHT, DISPOSABLE</b> , with pupil gauge located on side	Medsource Int'l. #58160BNP or Alternate _____	1,300	EA	\$ .72 ea	\$ 936.00 Bid as specified
242	<b>RING CUTTER</b> with stainless steel blade, made from chrome plated Brass, must have 3/16" thread for Replacement blades.	Macro Int'l. #760 or Alternate _____	25	EA	\$ 5.54 ea	\$ 138.50 Bid as specified
243	<b>REPLACEMENT BLADES, RING CUTTER</b> must be made of stainless steel	Macro Int'l., # 761 or Alternate _____	75	EA	\$ 1.42 ea	\$ 106.50 Bid as specified
244	<b>SUCTION UNIT, MANUAL V-VAC</b> one piece frame, suction tubing and hand operation. Max suction exceeds 380mm HG, peak air flow 70 liters per min., wide bore intake valve and suction tubes minimizes clogging.	Laerdal Corp. #985000 No Substitutel	50	EA	\$ 59.25 ea	\$ 2962.50 Bid as specified
245	<b>CARTRIDGE, V-VAC</b> fits V-Vac Suction 60/ea unit, 425 ml single use collection chamber, made of polypropylene pylons.	Laerdal Corp. #985001 No Substitutel	60	EA	\$ 16.76 ea	\$ 1005.60 Bid as specified  (sold by the pack, 4 per pack)
246	<b>ADAPTER TIPS, V-VAC</b> , cone shaped yellow rubber piece that fits on the end of V-Vac cartridge and accommodates attachment of suction cath.	Laerdal Corp. #985002 No Substitutel	25	EA	\$ 21.05/pk	\$ 526.25 Bid as specified  (sold by the pack, 4 per pack)
247	<b>SUCTION CATHETER, V-VAC</b> , Fits 25/pk adapter on V-Vac suction unit 81N x 18 French	Laerdal Corp. #985004 No Substitutel	25	EA	\$ 10.07/pk	\$ 251.75 Bid as specified

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID SHEET**  
(Bid all items! Award in aggregate; Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
248	TUBE CHECK B, device used to check airway for proper placement of the endotracheal tube.	AMBU #000172002 No Substitutel	50	EA	\$ 3.88 ea Bid as specified	\$ 194.00
249	SHARPS CONTAINER, 2 gallon (260-280 syringe capacity) Dimensions: 11" X 9" X 6"	Kendall #89671 or Alternate _____	400	EA	\$ 3.85 ea Bid as specified	\$ 1540.00
250	COMITUBE SA, Esophageal Tracheal Airway Rollup Kit	Covidien #5-18437 No Substitutel	75	EA	\$ 35.69 ea Bid as specified	\$ 2676.75
251	COMITUBE, Esophageal Tracheal Airway Rollup Kit	Covidien #5-18441 No Substitutel	75	EA	\$ 35.69 ea Bid as specified	\$ 2676.75
252	HEFTY SLIDE RITE, Advanced closure system 14" x 11", 2.7 ml, recloseable utility bags 250 bags/case.	Associated Bag Co. #272-4-06 or Alternate _____	10	CS	\$143.00 cs Bid as specified	\$1430.00
253	OUR OWN BRAND ZIPPER BAG, With hang pole 12 x 15 2ml 250/cs	Associated Bag Co. #270-40H or Alternate _____	10	CS	\$31.63 cs Bid as specified	\$ 316.30
254	SYSTEM III SUCTION CANISTER, With hydrophobic filter, red lid 800 cc	Bemis, #424410 No Substitutel	525	EA	\$ 2.51 ea Bid as specified	\$ 1317.75
255	BLANKET, GRAY DISPOSABLE 100% poly 40 Inch X 80 Inch 10/CS	Medline #NONDB4080 No Substitutel	300	CS	\$34.35 cs Bid as specified	\$ 10,305.00
256	ASCENSIA CONTOUR BLOOD GLUCOSE Monitor System. No coding required. Multiple site testing	Bayer #7151 No Substitutel	100	EA	\$ 0.00 Bid as specified	\$ 0.00
					* Bound Tree providing at NO CHARGE *	
257	ASCENSIA CONTOUR BLOOD GLUCOSE, Test Strips, 50/box	Bayer, #7099 No Substitutel	30 1200	BX	\$25.95 bx Bid as specified	\$31,140.00

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
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60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

**BID SHEET**  
(Bid all items! Award in aggregate; Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
258	<b>CEDERROTH BLOOD STOPPER</b> dressing for controlling a large open wound, compression bandage	Swift First Aid #1910 or Alternate _____	1,000	EA	\$ 1.30 ea Bid as specified	\$ 1300.00
259	<b>LAERDAL BAXSTRAP</b> Backboard Olive Drab in color. Limited lifetime warranty	Laerdal #982600 No Substitute!	50	EA	\$ 145.10 ea Bid as specified	\$ 7255.00
260	<b>HAND HELD PULSE OXIMETER</b> Lightweight, portable unit. Quantitative pulse strength bar and bright LED numerals provide noninvasive and continuous reports of arterial oxygen saturation and pulse rate.	Smiths Medical #3301 No Substitute!	10	EA	\$ 402.19 ea Bid as specified	\$ 4021.90
261	<b>ENDOTROL CUFFED ET</b> Tube 6.0MM. Provides Directional control of tip for emergency Situations and abnormal intubation pathways.	Covidien #68349 No Substitute!	150	EA	\$ 9.59 ea Bid as specified	\$ 1438.50
262	<b>ENDOTROL CUFFED ET</b> Tube 7.0MM. Provides Directional control of tip for emergency Situations and abnormal intubation pathways.	Covidien #86351 No Substitute!	200	EA	\$ 9.59 ea Bid as specified	\$ 1918.00
263	<b>STERILE CONFORMING</b> Stretch Gauze, 2 inch, knitted stretch gauze bandage roll- 12/pk	Dukal #702 or Alternate _____	50	PK	\$ 2.68 pk Bid as specified	\$ 134.00
264	<b>STERILE CONFORMING</b> Stretch Gauze, 3 inch, knitted stretch gauze bandage roll-12/pk	Dukal #703 or Alternate _____	70	PK	\$ 3.19 pk Bid as specified	\$ 223.30
265	<b>OXYGEN METAL HAND WHEEL</b> with Chain	Thermo Valves #2751-6MPR-61 or Alternate _____	100	EA	\$ 6.49 ea Bid as specified	\$ 649.00
266	<b>GENIE LANCET</b> 2.25MM Sterile, single, use, single blood drop volume. Automatic and permanent blade retraction 200/Box	Becton Dickinson (BD) #366583 No Substitute!	230	BX	\$ 43.75 bx Bid as specified	\$ 10,062.50

CITY AND COUNTY OF SAN FRANCISCO  
 OFFICE OF CONTRACT ADMINISTRATION  
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**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
 For the Term July 1, 2009 Through June 30, 2012

**BID SHEET**  
 (Bid all items! Award in aggregate; Lines 100 through 272.)

Item No.	Description	Manufacturer/ Brand Number	Estimated Quantity	Unit	Price Per Unit	Extended Price
267	MUCOSAL ATOMIZATION Device (MAD) without syringe latex Free.	Wolfe Tory Medical #MAD300 No Substitute!	1,200	EA	\$ 2.24 ea	\$ 2688.00 Bid as specified
268	NEBULIZER with Elongated adult Aerosol mask and tubing infero mist	Teleflex Medical #1885 No Substitute!	2,150	EA	\$.95 ea	\$ 2042.50 Bid as specified
269	SALINE LOCK 4 in tubing Luro Activated Valve	ICU Med., #SPB1042 No Substitute!	1,200	EA	\$ 1.92 ea	\$ 2304.00 Bid as specified
270	LCSU 3 Suction Unit 800ml Disposable canister Complete Package, with an HBPA Bacterial filter, LED Control Panel and Regulator, Internal Battery.	Laerdal Medical #88005001 No Substitute!	20	EA	\$ 439.75 ea	\$ 8795.00 Bid as specified
271	UNDER PAD MODERATE ABSORBENCY 23 IN X 36 IN 150/Case	Covidien Medical #7174 No Substitute!	120	CS	\$ 25.00 cs	\$ 3000.00 Bid as specified
272	INTRAVENOUS (IV) Start Kit Must Contain: Venif Guard Adult Latex Tourniquet 2x2 Gauze sponge X 4 3 Alcohol Wipes PVP Swab Stick 3/8 inch X 18 inch Transport Tape 3M	Motion Medical #1218 No Substitute!	1,600	EA	\$ 1.17 ea	\$ 1872.00 Bid as specified

**TOTAL EXTENDED PRICE**  
 (Items 100 through 272)

\$ 647,576.50

\*\* All items bid as specified \*

Extended Total with 2% Discount \$ 634,624.97

Bidder Name: Bound Tree Medical, LLC

\*\* 2% 30 Net 31 \*\*

Payment Terms: \_\_\_\_\_% Cash Discount for Payment in \_\_\_\_\_ Days.  
 (See Bid and Contract Condition 12, Page 3)

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

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PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES  
For the Term July 1, 2009 Through June 30, 2012

Required Information of All Bidders

Bid Questionnaire

- 1. Are you bidding as specified? YES  NO
- 2. Are you bidding as a Manufacturer or as a Distributor? MFR  DIST
- 3. Do you have a direct order entry system or other type of system that can facilitate ordering? e.g. fax. If yes, specify type: Fax, Phone, Email, Online- See attached YES  NO
- 4. Are you able to comply with the delivery requirements per Special Condition 71? YES  NO
- 5. Are you claiming LBB preference on this bid per provisions Chapter 14B? If yes, see General Condition 40 and check appropriate below: YES  NO 
  - We are currently certified. HRC has issued us Certification No. \_\_\_\_\_
  - We submitted HRC LBB Certification Application to the HRC on \_\_\_\_\_ (date)
- 6. If applicable, have you completed and enclosed IRS-Form W-9? (See General Condition 56). YES  NO
- 7. Have you submitted with your bid all the required documents? (See Special Condition 84). YES  NO 
  - a. Page 1 of the Contract Proposal YES  NO
  - b. Bid Sheets for Items being bid on only YES  NO
  - c. Specifications on alternate Items bid YES  NO
  - d. All questionnaires and forms YES  NO
  - e. Bid Security, as required YES  NO
  - f. Envelope clearly marked with the bid number and due date in the lower left corner YES  NO

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES  
For the Term July 1, 2009 Through June 30, 2012

REQUIRED INFORMATION OF ALL BIDDERS

COMPANY INFORMATION

Name of Firm: Bound Tree Medical, LLC

Address: 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016

Phone No.: 800-533-0523 Fax: 800-257-5713

E-mail address: CPearce@boundtree.com

Toll Free Phone No.: 800-533-0523

Contact: Title: Christine Pearce, Account Manager  
(Please Print or Type)

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

Federal I.D. Number: 31-1739487

Payment Terms: 2% 30 Net 31

Person preparing bid: Christine Pearce

Local Representative: \_\_\_\_\_  
(if other than bid preparer)

Address: 2288 Spanish Trail Road Tiburon, California 94920

Cell 415-531-6079

Phone: Office 415-435-3733 Fax: 415-435-3703

Where is your warehouse or store's facility from which you intend to furnish contract items?

Address: <u>Main Warehouse</u>	Arizona Warehouse:	New Hampshire Warehouse:
<u>2237 N Plaza Drive</u>	<u>2465 South Industrial Park Ave</u>	<u>15 Centerville Road</u>
<u>Visalia, CA 93291</u>	<u>Tempe, AZ 85282</u>	<u>Henniker, NH 03242</u>

What are the telephone and fax number for placing orders?  
Office

Telephone	<u>(415) 531-6079</u>	Cell or <u>415-435-3733</u>
Toll Free Phone No.	<u>(800) 533-0523</u>	<u>x5156</u>
Fax Number	<u>(415) 435-3703</u>	

Mississippi Warehouse: **\*\* 2 Additional Storage**  
481 Industrial Drive **Facilities in Marin County**  
Southaven, MS 38671 **California. \*\***

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

60702

**PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES**  
For the Term July 1, 2009 Through June 30, 2012

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**Required Information of All Bidders**

**Company Information**

What hours do you provide for Will-Call orders? \* Delivery will also be provided by Bound Tree Medical  
\* 24 hours a day \* for will-call orders. (Same as in previous years)  
\_\_\_\_\_ to \_\_\_\_\_

If address for Will-Call is different than above, please specify:

Address: 2288 Spanish Trail Road  
Tiburon, California 94920

What is your 24-hour emergency telephone number, per General Condition 56?

Telephone (800) 863-0953

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

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PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES  
For the Term July 1, 2009 Through June 30, 2012

Required Information of All Bidders

References

All bidders, including current Contractor, must provide references of a least three organizations of the approximate size and volume of comparable business now being serviced by bidder.

1.	Name of Company	Contact	Phone No.
	<u>City of San Jose Fire Department</u>	<u>Audry Crouch</u> Or Captain Dave Huseman	<u>408-277-4084</u>
	Address		
	<u>255 South Montgomery Street</u>		
	<u>San Jose, CA 95110-2635</u>		
	Number of Years Providing Service <u>17 +</u>		

2.	Name of Company	Contact	Phone No.
	<u>City of Sacramento Fire Department</u>	<u>Chief Ray Jones</u>	<u>916-264-8100</u>
	Address		
	<u>3230 J Street</u>		
	<u>Sacramento, CA 95816-4405</u>		
	Number of Years Providing Service <u>17 +</u>		

3.	Name of Company	Contact	Phone No.
	<u>Phoenix Fire Department</u>	<u>Tom Ferkaluk</u>	<u>602-256-3534</u>
	Address		
	<u>2625 S 19th Ave</u>		
	<u>Phoenix, AZ 85009</u>		
	Number of Years Providing Service <u>12</u>		

Successful bidder may be required to submit a letter of reference from each reference listed within five days of notification. Failure to do so may result in rejection of bid.

## Standard Bid Forms

Before the City can award any contract to a vendor, that vendor must file four standard City forms (items 1-3 on the chart). Because many vendors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Instead, this document describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a vendor cannot get the documents off the Internet, the vendor should call 415.554.6248 or e-mail to Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing can fax, mail or e-mail them to vendor.

If vendor has already filled out items 1-3 (See note under item 3.) on the chart, the vendor should not do so again unless the vendor's answers have changed. To find out which of those forms have been submitted, the vendor should call Vendor File Support at 415.554.6702.

If a vendor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the vendor should call Human Rights Commission (HRC) at 415.252.2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	<b>Request for Taxpayer Identification Number and Certification</b> <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	W-9	The City needs the vendor's taxpayer ID number on this form. If a vendor has already done business with the City, this form is not necessary.	Office of Contract Admin. City Hall, Room 430 San Francisco, CA 94102 415.554.6743
2.	<b>Business Tax Declaration</b> <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All vendors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Office of Contract Admin. City Hall, Room 430 San Francisco, CA 94102 415.554.6718
3.	<b>S.F. Administration Code Chapters 12B &amp; 12C Declaration: Nondiscrimination in Contracts and Benefits</b> <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> – in Vendor Profile Application	HRC-12B-101	Vendors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required depending on the vendor's answers on this form. (Note: Contract-to-Contract Compliance status vendor must fill out this form each time contracting with the City.)	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102 415.252.2500

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
4.	<b>HRC LBE Certification Application</b> <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> — in Vendor Profile Application.		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must already be certified by HRC before the bid opening.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102 415.252.2500
5.	<b>Insurance Requirements</b> <a href="http://www.sfgov.org/oca/purchasing/add-forms.htm">http://www.sfgov.org/oca/purchasing/add-forms.htm</a>	P-607	Contains general information about insurance requirements applicable to some City bids. Shows the types of insurance and coverage amounts the City may require of the successful bidder, but check the bid package for specific requirements.	It may be required from the successful bidder.
6.	<b>Payment (Labor and Material) Bond</b> <a href="http://www.sfgov.org/oca/purchasing/add-forms.htm">http://www.sfgov.org/oca/purchasing/add-forms.htm</a>		If the bid package requires a Payment (Labor and Material) Bond from the awarded vendor, discuss this form with your insurance carrier.	It may be required from the successful bidder.
7.	<b>Performance Bond</b> <a href="http://www.sfgov.org/oca/purchasing/add-forms.htm">http://www.sfgov.org/oca/purchasing/add-forms.htm</a>		If the bid package requires a Performance Bond from the awarded vendor, discuss this form with your insurance carrier.	It may be required from the successful bidder.

**Where the forms are on the Internet**

Office of Contract Administration: Homepage: <http://sfgov.org/oca/>

Purchasing forms: <http://sfgov.org/oca/purchasing/forms.htm>

Human Rights Commission: Homepage: [www.sfgov.org/site/sfhumanrights\\_index.asp](http://www.sfgov.org/site/sfhumanrights_index.asp)

City and County of San Francisco

Office of Contract Administration



Gavin Newsom  
Mayor

Naomi Kelly  
Director/Purchaser  
Purchasing

May 29, 2009

**BID ADDENDUM NO. 1**

Contract Proposal No. 60702

Paramedic/Medical Materials and Supplies

Due Date: June 12, 2009 at 2:00 p.m.

**TO: ALL BIDDERS**

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. Note change to Special Condition 69:  
Insert the missing open quotation in third paragraph, "No Substitutes".
2. Note change to Special Condition 70d:  
On the third line, add 'for' before Department and insert 'Bay Area' after San Francisco.
3. Note change to Special Condition 71C:  
On the first line, insert "Where noted,"
4. Note change to Special Condition 71D:  
On the second line, insert 'y' at the end of the word 'deliver'
5. Note change to Special Condition 72B:  
From: After that date, prices may be increased or decreased effective on the anniversary of the Commencement date of this contract.  
  
To: After the twelfth month of the contract, prices may be increased, effective on the first day of the thirteenth month (July) from the commencement date of this contract and be held firm for one year. Thereafter, annual price increases are subject to the same process of request, justification and approval, as detailed below. Price decreases are accepted at any time during the life of this contract.

BID ADDENDUM NO. 1  
Contract Proposal 60702  
May 29, 2009  
Page 2

- 6 Note change to Special Condition 75, Award:  
On the first line, remove the word 'by'. On the third line, insert comma.  
On the third line, add 'for' before Department and insert 'Bay Area' after San Francisco.

- 7. Note changes to Bid Sheet:

Item No.	Description	
180	Suretrace Electrode, Adult...	Change quantity from 250 to 7,200
203	C-Collar, Adult, Adjustable...	Change quantity from 700 to 7,000
209	Glove, Exam, size ...	Change from 320 to 1600
210	Glove, High Risk...	Change from 1,000 to 4,800
257	Ascensia Contour...	Change from 30 to 1,200

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit your bid amendment(s) together with this Change Notice signed and dated in a separate sealed envelope stating the contract proposal number and due date.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt

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

Christine Pearce Bound Tree Medical, LLC  
Print Name and Company Name

Sincerely,  


Pamela Olivier  
Senior Purchaser  
(415) 554-6264

PO/cad

City and County of San Francisco

Office of Contract Administration  
Purchasing



Gavin Newsom  
Mayor

Naomi Kelly  
Director/Purchaser

June 10, 2009

**BID ADDENDUM NO. 2**

Contract Proposal No. 60702  
Paramedic/Medical Materials and Supplies  
Due Date: June 12<sup>th</sup>, 2009 at 2:00 p.m.

**TO: ALL BIDDERS**

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. Note change to Special Condition 82:

From: Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City.

To: Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver specified insurance certificates to City.

2. Note change to Bid Sheet as follows:

Line # 227 Delete Manufacturer, P/N, No substitute, and estimated quantity. Insert 'Do Not Use!' in the manufacturer column.

Line # 228 Change P/N from 1885 to 1883

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit your bid amendment(s) together with this Change Notice signed and dated in a separate sealed envelope stating the contract proposal number and due date.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Christine Pearce Bound Tree Medical, LLC  
Print Name and Company Name

Sincerely,  
  
Pamela Olivier, Senior Purchaser  
415-554-6264  
[Pamela.Olivier@sfgov.org](mailto:Pamela.Olivier@sfgov.org)

PO/cad

Contact Information

---

**Sales Contact:**

Christine Pearce  
**Local Account Manager**  
Office # 415-435-3733  
Cell # 415-531-6079  
Voicemail 614-760-5156 Fax # 415-435-3703  
Email: [cpearce@boundtree.com](mailto:cpearce@boundtree.com)

**Bid Department Contact:**

5000 Tuttle Crossing Blvd Dublin, Ohio 43016  
**Jennifer Butler**  
**Bids & Contracts Representative**  
Office # 800-533-0523 x5032 Fax # 877-311-2437  
Email: [jbutler@boundtree.com](mailto:jbutler@boundtree.com)

### **Bound Tree Medical Distribution and Warehouse System**

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Bound Tree Medical has taken great care in strategically locating our four distribution centers throughout the United States to provide rapid delivery to our customers.

Bound Tree Medical uses UPS for the majority of shipments from all our distribution centers. The strategic location of our distribution centers allows us to reach over 28% of our customers with one day delivery, over 94% of our customers with two day delivery and 99.9% of our customers in 3 days. There is a very small percentage (less than .1%) that receive delivery within 4 days. In the case of larger orders, Bound Tree Medical may deem it necessary to palletize the shipment and ship via ground freight carriers. Other carriers may be periodically used such as Federal Express. Bound Tree Medical may periodically drop ship product from our vendors and in such a case we may not have control over the carrier used to deliver product.

Bound Tree Medical has over 148,000 square feet of warehouse space dedicated to EMS-oriented inventory. The 50 plus warehouse personnel are dedicated to pulling orders accurately and expediting your orders. Automated equipment is utilized including electric order pickers and conveyor systems. Each distribution center is assigned specific service states to forecast inventory needs and expedite shipment of orders. Please see attached Primary Warehouse Map.

Bound Tree Medical maintains over \$10MM in EMS-oriented inventory. That \$16MM in EMS-oriented inventory includes over 9,000 stock keeping units (skus).

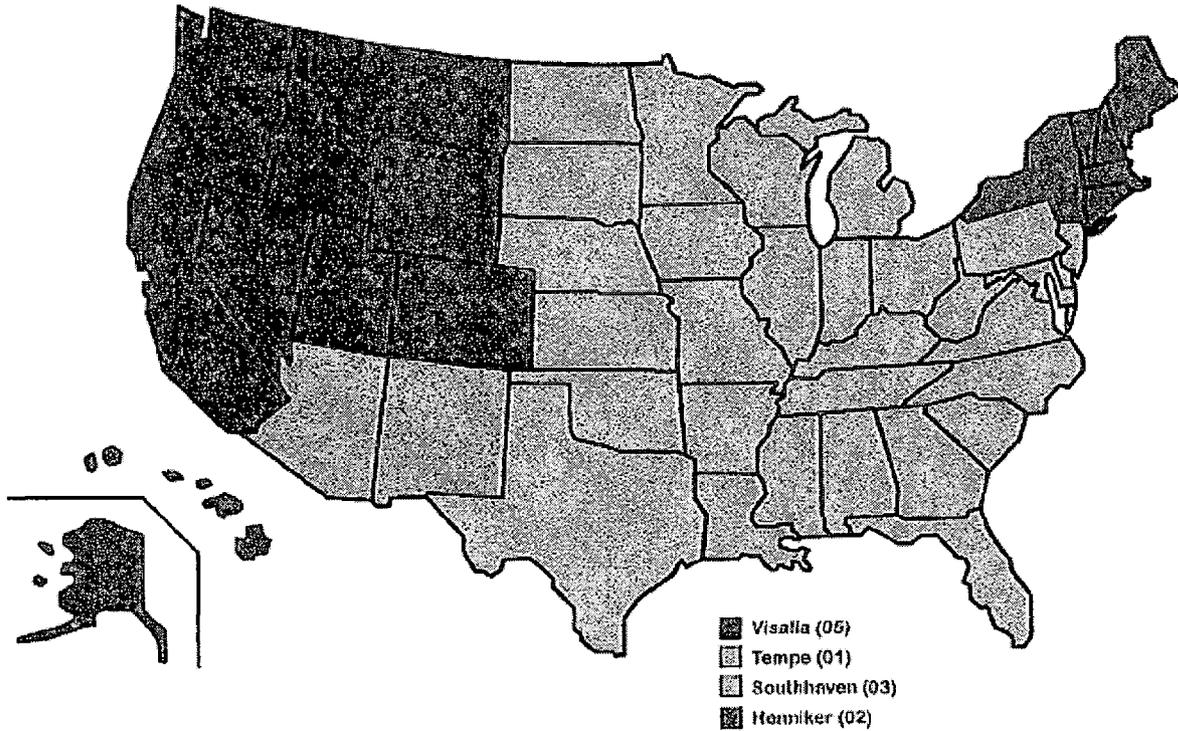
Bound Tree Medical is currently operating at a 97% fill rate for all inventoried products.

Pharmaceuticals are stocked at our warehouses in: Tempe Arizona, Southaven Mississippi, Visalia California.

**Bound Tree Medical**

*Primary Warehouse Map*

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Form **W-9**  
 (Rev. January 2008)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

Print or type  
 See specific instructions on page 2.

Name  
**BOUND TREE MEDICAL, LLC**

Business name, if different from above

Check appropriate box:  Individual Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**PO BOX 8023**

City, state, and ZIP code  
**DUBLIN, OH 43016**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number								
OR								
Employer identification number								
3	1	1	7	3	9	4	8	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Jennifer Butler Date 6/1/09

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

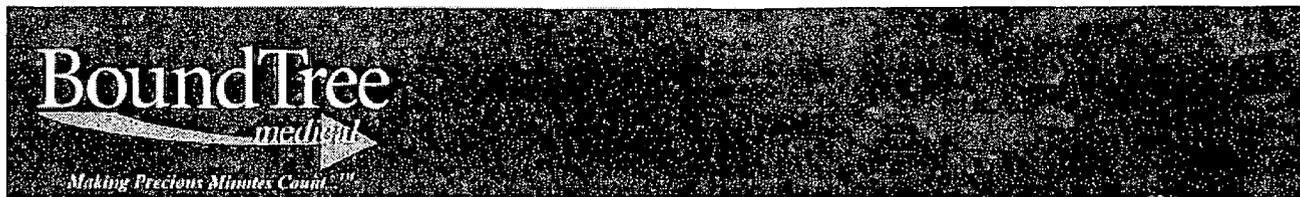
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



## **24-Hour Disaster Support Program**

Bound Tree Medical's **Emergency Disaster Support Program** is a valuable resource for agencies that encounter incidents that require immediate deployment of emergency medical supplies and equipment. This program enables users to call Bound Tree Medical toll-free at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

Bound Tree Medical can provide emergency assistance quickly due to its national presence and regional distribution centers which house thousands of emergency medical products. The company is focused on helping come to the aid of others in need, and can be a valuable contributor in disaster relief efforts.

### **About Bound Tree Medical**

*Bound Tree Medical is a national distributor of medical equipment and supplies to the pre-hospital marketplace. The company markets its products through a national sales force to EMS providers, fire departments, hospitals, colleges and universities throughout the U.S. The company employs approximately 260 people and has facilities in New Hampshire, Ohio, Mississippi, South Carolina, Wisconsin, Arizona, and California.*

Bound Tree Medical  
P.O. Box 8023  
Dublin, OH 43018-2023

**800-863-0953**  
**www.boundtree.com**

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE(MM/DD/YYYY) 07/06/2009	
<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA  PHONE (866) 283-7122 FAX (647) 953-5390				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA				<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
				INSURER A: Medarc Casualty Ins Co		22241	
				INSURER B: Charter Oak Fire Ins Co		25615	
				INSURER C:			
				INSURER D:			
				INSURER E:			
<b>COVERAGE</b> SIR applies per terms and conditions of the policy							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LIMITS SHOWN ARE AS REQUESTED							
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y630993G5835CDF08	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (In occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	Excluded
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	Y 810 993G5835 COF 08	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Products Liab	080H380018 Claims Made	11/01/08	11/01/09	Aggregate	\$1,000,000
						Occurrence	\$1,000,000
						SIR Per Occ	\$25,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: San Francisco Bid Number: 60702. The City and County of San Francisco, its Officers, Agents and Employees as their interest may appear are included as Additional Insured with respect to the General Liability and Automobile Liability policies, where required by written contract. Policies are written on a primary basis.							
<b>CERTIFICATE HOLDER</b> City and County of San Francisco Director, Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco CA 94102-4685 USA				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING DISURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>			
ACORD 25 (2001/08)						ACORD CORPORATION 1988	

Holder Identifier :  
Certificate No : 570033373789



THIS ENDORSEMENT CHANGES THE COVERAGE FORM. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

---

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

---

**Amendatory Endorsement - Add Additional Insured Designated Person of Organization**

First Named Insured	Effective Date	Policy Number
Sarnova, Inc.	07/06/2009	080H380018

The terms or conditions of your policy are changed as follows:

It is hereby understood and agreed that form #163 01 08 - *Additional Insured Designated Person or Organization Endorsement* has been added to the policy and reads as per the attached.

No additional premium applies.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE COVERAGE FORM. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

---

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

---

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Section II - Who is an Insured - paragraph 3 is amended to include as an additional insured the person(s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

- 1 Your acts or omissions, or
- 2 The acts or omissions of those acting on your behalf;

in connection with "your product" or in the performance of "your work" for the additional insured(s) designated below. There is no coverage for the additional insured for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

**SCHEDULE**

**Additional Insured Person(s) or Organization(s) / Description of Work Performed:**

The City and County of San Francisco is named as an Additional Insured with respects to Bid Numbers 60702 and 60711.

City and County of San Francisco  
Director, office of Contract  
Administration Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

All other terms and conditions remain unchanged.

POLICY NUMBER: Y 630 993G5835 COP 08

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 7/6/2009

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of person or organization:**

City and County of San Francisco  
Director, office of Contract  
Administration Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

Only with respects to Bid #60702 and #60711.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

CHANGE EFFECTIVE DATE: 11-01-08



One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:  
SARNOVA, INC.  
AND AS PER IL T8 00

Policy Number: Y-810-993G5835-COF-08  
Policy Effective Date: 11/01/08  
Issue Date: 01/27/09  
Premium \$ NIL

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

Effective from 11/01/08 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMERCIAL AUTOMOBILE COVERAGE PART IS AMENDED AS FOLLOWS:

THE FOLLOWING FORM TO BE ADDED PER ATTACHED:

CA T3 47 08 08 - BLANKET ADDITIONAL INSURED

RECEIVED  
FEB 11 2009  
SON-COLUMBUS OHIO

NAME AND ADDRESS OF AGENT OR BROKER:  
ADN RISK SVCS NORTHEAST (G8549)  
445 HUTCHINSON AVK STE 900  
COLUMBUS, OH 43235

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL TO 07 09 87 PAGE 1 OF 1  
OFFICE: CINCINNATI OH

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.