

NOTICE TO OFFERERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept Competitive Offers at the Office of the Purchasing Agent until 2:00 P.M. on January 24, 2020 for Disposable Medical Supplies and Limited Diabetes and Enteral Related Equipment and Related Services (DME Supplies).

The offers shall be opened publicly and read aloud on January 24, 2020 at 2:00 P.M. at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932.

Please contact the Purchasing Office at (518) 873-3330 for additional information concerning the offering. Specifications and standard proposals for the proposed work may be obtained at the above address, or on the County's website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx>.

All bids submitted in response to this notice shall be marked "SEALED OFFER – DME SUPPLIES" clearly on the outside of the envelope with the offerer's name and address.

Essex County affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: December 27, 2019

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, New York 12932

INSTRUCTIONS TO OFFERERS

All offers shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Essex County reserves the right to reject any and all bids not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the bids which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

BRAND NAMES: The use of any brand name used in description of items is for the purpose of identifying the minimum requirements of the end user only. It is not intended to limit or restrict competition. Proposals for other brand names of equal caliber and the same features specified must send the manufacturer's specification sheets for the items they are proposing to show the equivalency of items. Alternate items must be equal in quality, effectiveness, and function. **Failure to include manufacturer's descriptive literature when proposing an alternate may result in the rejection of your proposal.** Essex County reserves the right to determine if the items proposed are equal to the items specified.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

The contract shall be for a term of two year with the option to renew for two additional years upon mutual consent of the parties.

Please address all questions, in writing, to: dthompson@co.essex.ny.us or lwolf@co.essex.ny.us

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

Each bidder will need to complete, sign, have notarized and return the following documents with their Bid:

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

SPECIFICATIONS

GENERAL:

It is the intent of Essex County (County) to accept Competitive Offers from bidders (Company) to provide Disposable Medical Supplies and Limited Diabetes and Enteral Related Equipment, and Related Services for patients (“DME Services”).

Essex County’s Home Health Unit is a licensed New York home health agency that desires a company to provide DME Services to certain patients on an as needed basis.

During the evaluation process, the County reserves the right, where it may serve the County’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

SCOPE:

Offerers will provide DME Services to County Patients on an as needed basis

1. Definitions

a. “County Patient” means an individual who is eligible for services pursuant to County’s eligibility criteria, who elects, directly or through such individual’s legal representative, to receive services from County and who is accepted by County to receive home care services. An individual remains a County Patient until such individual revokes such election or County notifies the County Patient until they are discharged by the County (and, to the extent that such County Patient is receiving Contracted Supplies and Services, notifies Company that such individual no longer qualifies to receive County services).

b. “Plan of Care” means a written plan established, maintained, reviewed and modified, if necessary, developed in consultation with County staff and an appropriate healthcare provider, which includes: (i) an assessment of each County Patient’s needs, including all pertinent diagnoses; (ii) an identification of the County services, including types of services and equipment required; and (iii) details concerning the scope and frequency of such County services.

2. Obligations of Company

a. Company will typically provide DME Services within 1-2 business days upon receipt of a request from County using the process agreed to by the Parties, and as set forth in Schedule A. Company shall use commercially reasonable efforts to accommodate requests for more immediate or emergency delivery of DME. Notwithstanding this Section 2 or Section 4 below, Company acknowledges that the County Patient’s contract for home health care is with County, not Company, and that County retains professional management responsibility for all services provided to County Patients.

b. Company shall deliver DME in good working order and condition to a location designated by County’s authorized representative. Such DME shall be adjusted to each County Patient’s particular needs and requirements to operate in the applicable patient’s home environment, as appropriate.

c. Company agrees to maintain a ready supply of the items set forth on Schedule A and Schedule B. The items set forth on Schedule A and Schedule B are based on County's projected patient needs. Additional items may be added during the contract period.

3. **Obligations of County**

a. County shall provide Company with adequate identification of those County Patients to whom County has requested Company provide DME Services. Such information shall include for each County Patient: (i) name; (ii) location; (iii) anticipated length of service; and (iv) such other information as may reasonably be requested by Company in order to provide DME Services (see Offer). The Order Process will be mutually agreed upon between County and Company.

b. County shall assess each County Patient's needs for home health services and in particular the DME Services, on an ongoing basis, obtain written physician prescription orders as necessary and notify Company, as needed, of such orders.

c. County maintains responsibility for the overall coordination of the County Patient's care, including admission to the County and development, revision and communication of the County Plan of Care.

d. Except as set forth in Section 4(d), County will be responsible for billing and collecting payment for all DME Services delivered by Company to County's Patients. County shall compensate Company for its DME Services in accordance with Section 4 below.

e. County shall notify Company of changes/additions which would impact the provision of DME Services, promptly and regularly.

4. **Billing and Payment**

Company will bill Non-Medicare Patient's insurance directly for DME Services provided under this contract in accordance with the Offer submitted (Schedule A). County will not be responsible for any financial obligation of Non-Medicare Patient(s).

Company will bill all Medicare Patients to County for DME Services provided under this contract in accordance with the Offer submitted (Schedule B). The County will be financially responsible to pay Company. Company shall look solely to County for reimbursement of DME Services provided under this contract to Medicare Patients. The company will not seek payment from the Medicare patient per regulatory standards.

a. In consideration of Company's provisions of DME Services hereunder, County shall pay Company in accordance with Offer submitted (see Schedule B). The Schedule shall reflect any discounts negotiated by the Parties and shall not be subject to additional discounts unless agreed to, in writing, by the Parties.

b. Company shall remit an invoice to County for all DME Services provided during the prior month. Any corrections to invoice must be made within 30 days.

c. Where County is at risk and financially responsible for patient's care, County shall be responsible for all billings to its patients, federal healthcare program payors or third-party payors for Company's provision of the DME Services. Company shall look solely to County for reimbursement for

the DME Services provided under this Agreement, and shall not bill the County Patient or any other party for these supplies, except as expressly set forth herein or as provided under any law or as permitted under the terms of any other agreement. County's obligation to remit payment to Company for DME Services provided under this Agreement is not dependent upon County's receipt of payment from any patient, federal healthcare program payor or other third-party payor.

d. In the event that the County requests Company to provide DME Services to Non-Medicare County Patients for whom County is not financially responsible, then this Section 4(d) shall apply in lieu of paragraphs (a) – (c) above only with respect to such County Patients. Company shall provide DME Services to County Patients only after Company has conducted a complete financial screening of the Patient and obtained the assignment of prompt payment responsibility to the satisfaction of Company. Company shall be responsible for all billings to County Patients, federal healthcare program payors or third-party payors for Company's provision of DME Services to any County Patient for whom County is not financially responsible. At no time shall County bill or hold such County Patients responsible for DME Services provided under this Agreement.

e. County nurse replenishment supplies/County House Accounts will be billed, and included in regular billings to County according to contract pricing (Schedule B).

f. Freight may be billed separately to County for Medicare Patient supplies only; see Offer.

5. **Term**

a. The initial term of this Contract shall be for two (2) years from the Effective Date (the "Initial Term"). The Contract will include an option exercisable by the County for the two subsequent years. The County reserves the right to terminate the agreement at any time through the initial term (or thereafter) with appropriate notice to the firm.

b. If this Agreement is terminated by either Party other than for a reason set forth in Section 5(a), Company will continue to provide DME Services under this Agreement for a period not to exceed an additional thirty (30) days from the effective date of such termination, so that County may make alternate arrangements for County Patients who are receiving DME Services on the termination date. During such additional thirty (30) day period, the terms and conditions of this Agreement will continue to govern the relationship between County and Company.

6. **Confidentiality**

a. During the Term of this Agreement, each Party may furnish certain information or business data (e.g., training materials, marketing plans and business techniques) to the other Party that is not publicly available information and that such Party consider to be confidential and proprietary ("Confidential Information"). Each Party acknowledges and agrees that Confidential Information of the other Party may be disclosed to it that it constitutes valuable business information developed by the disclosing party at a great expenditure of time, effort, and money. A Party may not, either during or after the Term of this Agreement, use the other Party's Confidential Information for any purpose other than the performance of such Party's duties under this Agreement. Each Party further agrees to keep strictly confidential and hold in trust all Confidential Information disclosed by the other Party and agrees not to disclose or reveal such Confidential Information to any third party without the express written consent of the disclosing party. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information if: (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it has been rightfully received by such Party from a third party without

confidential limitations; (iii) it has been independently developed for such Party by personnel or agents having no access to the other Party's Confidential Information; (iv) it was known to such Party prior to its first receipt from the other Party hereunder; or (v) such disclosure is required by applicable federal laws, state laws, regulations, or court orders.

b. Each Party acknowledges that it is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time, including 45 C.F.R. Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act and implementing regulations, as amended from time to time ("HITECH"). In performing their respective obligations under this Agreement, each Party shall comply with HIPAA and HITECH and shall only use and disclose "protected health information" (as such term is defined in HIPAA) in a manner permitted by HIPAA and HITECH. The Parties further agree to comply with any state or local privacy laws with respect to any personal information that is used or disclosed in connection with performing services under this Agreement to the extent such laws are applicable to the Parties.

c. The provisions of this Section 8 shall survive the termination or expiration or of this Agreement.

7. **Access to Books and Records**

If and to the extent required by 42 C.F.R § 413.7 of the United States Code, until the expiration of four (4) years after the termination or expiration of this Agreement, each Party shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under this Agreement. Each Party further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

OFFER REQUIREMENTS:

A. GENERAL REQUIREMENTS

1. **Inquiries**

Inquiries concerning the competitive offer and the subject of the competitive offer must be made to:

Linda M. Wolf, Purchasing Agent
7551 Court Street, P.O. Box 217
Elizabethtown NY 12932
lwolf@co.essex.ny.us
518-873-3332

If additions, deletions, modifications, or clarifications to the competitive offer become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquires will modify or alter the specifications.

2. Time and Acceptance

Each offer must state that it is a firm offer that may be accepted within a period of sixty (60) days. Although the contract is expected to be awarded prior to that time, the sixty (60) day period is requested in order to allow for unforeseen delay.

3. Safeguarding of “Confidential” Information

Any trade secrets or other data which the offerer does not wish disclosed to other than County personnel involved in the evaluation or contract administration will be kept confidential if identified as follows: Each page shall be identified in boldface at the top and bottom as “Confidential”; and any section of the Offer, which is to remain confidential, should, in addition, be so marked in boldface on the title page of that section. Net cost information may not be deemed confidential.

4. Cost for Offer preparation

Any costs incurred by a firm in preparing or submitting Offers are the offerer’s sole responsibility. The County will not reimburse any offer for any costs incurred prior to award.

5. Exceptions

Any exceptions to terms, conditions, or other requirements in any part of the competitive offer must be clearly pointed out in a distinct section of the appropriate cost offer or technical offer. Otherwise, the County will consider that all items proposed are in strict compliance with the competitive offer, and the successful offerer will be responsible for compliance.

6. Advertising

In submitting its competitive offer, the offerer agrees not to use the results there from as a part of any news release or commercial advertising without written approval of the County.

7. Confidentiality of Offers

In submitting an offer, the offerer agrees not to discuss or otherwise reveal his technical or cost information to any other sources, government or private, until after the award of the contract. Offerers not in compliance with this provision may be disqualified, at the option of the County, from contract award. Only discussions authorized by the County are exempt from this provision.

8. Right to Submitted Materials

All responses, inquiries, or correspondence relating to or in reference to this competitive offer, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the offerers, will become the property of the County when received.

9. Legal Compliance

Under penalty of perjury, the signer of any offer submitted in response to this competitive offer thereby certifies that this offer has not been arrived at collusively nor otherwise in violation of any Federal or State laws, rules or regulations.

10. Offerer's Representatives

Offerers shall submit the name, address, and telephone number of the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the firm's offer.

11. References

Offerers shall provide the company name, contact person and contact information for at least three references.

12. Submission of Offers

The following material is required to be received by January 24, 2020 for an offering firm to be considered:

- a. Three (3) copies (2 hard copies and 1 CD or USB copy) of the "Technical" offer to include the following:
 - (i) Title Page – Title page showing the competitive offers subject; the firm's name; the name, address, and telephone number of the contract person; and the date of the offer.
 - (ii) Table of Contents
 - (iii) Transmittal Letter – A signed letter of transmittal briefly stating the offerer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the offer is a firm and irrevocable offer.
 - (iv) Detailed Offer – The detailed offer should follow the order set forth in Section B below.
- b. The offerer should send three (3) copies (2 hard copies and 1 on CD or USB copy) of its "Cost" offer.
- c. Offerers should send the completed "Technical" and "Cost" offers under separate cover to the above address.

B. TECHNICAL OFFER

1. General Requirements

The purpose of the offer is to demonstrate the qualifications, competence and capacity of the proposers in conformity with the requirements of this request for Competitive Offer. As such, the substance of Offers will carry more weight than their form or manner of presentation. The Offer should demonstrate the qualifications of the company. It should also specify a project approach that will meet the request for Offers requirements.

The offer should address all the points outlined in the competitive offer. The offer should be prepared simply and economically, providing a straightforward, concise description of the offerer's capabilities to satisfy the requirements of the competitive offer. While additional data may be presented, the following subjects, item Nos. 2 through 5, must be included. They represent criteria against which the offer will be evaluated.

2. Company Overview & Qualifications

The offerer should have extensive experience on projects similar to that offered. An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in New York State.

3. Prior Projects with the County or other Municipalities

List separately all projects within the last three (3) years for the County or other Municipalities by type of engagement. Indicate the scope of work, date and the name and telephone number of the principal client contact.

4. Similar Projects With Other Entities

List the most significant projects (minimum 3) performed in the last five (5) years that are similar to the project described in this request for competitive offer. Indicate the scope of the project, date and the name and telephone number of the principal client contact.

5. Specific Project Approach

Include the method and approach used to manage the overall project.

EVALUATION:

1. Review of Offers

The Selection Committee will review the offers. Firms with unacceptably low qualifications will be eliminated from further consideration.

After the qualifications for each firm has been established, the technical and dollar cost bid will be examined. The County reserves the rights to retain all Offers submitted and use any idea in a offerer regardless of whether that offerer is selected.

2. Evaluation Criteria

Offers will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their offers evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

a. **Mandatory Elements**

1. The Company is licensed and registered to provide services in New York State.
2. The Company has experience providing DME Supplies.
3. The Company adheres to the instructions in the Competitive Offer.

b. **Technical Quality (Maximum Points 60) [Evaluated Score based on a scale of 0 – 10]**

1. Does the Offerer have ability to bill all insurance providers in Essex County? (20)
2. Does the Offerer have experience with municipalities? (20)
3. Quality of References. (20)

- $\text{Evaluated Score} / 10 \times 20 = X$ (total of 1-3 above)
- $X = \text{Points awarded based on technical}$

c. **Price (Maximum Points – 40) including Shipping Costs to Medicare Patients Only**

Cost will not be the primary factor in the selection of a firm. The offered price will be graded based upon the following formula:

- $\text{Low Bid/Your Bid} \times 40 \text{ Points} = X$
- $X = \text{Points awarded based on cost}$

3. **Oral Presentations**

During the evaluation process, the Selection Committee at their discretion may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions that the Committee may have on a firm's offer.

Not all firms may be asked to make such oral presentations.

4. **Right to Reject Offers**

Submission of an Offer indicates acceptance by the firm of the conditions contained in this request for competitive offer unless clearly and specifically noted in the o submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all offers.

SCHEDULE A

NON MEDICARE Direct Price

Item #		Product Description	UOM
1	DK5940	ABD Pad 5"x9" w/Moisture Resist Barrier NS (25/Bx) LF	EA
2	KE6196D	ABD Pad 5"x9" Non-Sterile Latex Free	EA
3	KE6198D	ABD Pad 8"x10" Non-Sterile Latex Free	EA
4	KE7196D	ABD Pad 5"x9" Sterile Latex Free	BX
5	KE7196D	ABD Pad 5"x9" Sterile Latex Free	EA
6	KE7198D	ABD Pad 8"x10" Sterile Latex Free	BX
7	KE7198D	ABD Pad 8"x10" Sterile Latex Free	EA
8	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	BX
9	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	EA
10	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	BX
11	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	EA
12	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	BX
13	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	EA
14	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	BX
15	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	EA
16	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	BX
17	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	EA
18	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	BX
19	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	EA
20	HO7906	Adapt Stoma Powder 1 oz	EA
21	HO79300	Adapt Ostomy Paste 2 oz Tube (1)	EA
22	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	BX
23	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	PK
24	JJ2019	Adaptic 5"x9" Non-Adh Petrolatum Emulsion Dressing (12/Bx)	EA
25	3MR1541	Adhesive Skin Closures 1/4" x 3" Reinforced (3/pk) LF	PK
26	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	BX
27	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	EA
28	UN66927637	Allevyn 4"x4" (10) Foam Dressing	BX
29	UN66927637	Allevyn 4"x4" (10) Foam Dressing	EA
30	SQ324908	Aloe Vesta Protective Ointment 8 oz Tube (1)	EA
31	MC01140011	Aneroid Sphygmomanometer Adult Cuff Blue Nylon (1)	EA
32	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	BX
33	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	EA
34	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	BX
35	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	EA
36	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	BX
37	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	EA
38	3M9221	Avagard D Instant Hand Antiseptic w/Moisturizers 3	EA
39	DY1173	Bacitracin Zinc Ointment 1 oz Tube (1)	EA
40	3M3346	Barrier Film 28 ML Pump Spray No Sting	EA
41	CT120700	Barrier Strips Curved Elastic (20/Bx) Brava Latex	BX
42	HO14202	Barrier 2Pc CTF 1-1/4" Flexwear Tape Green Flange (5)	BX
43	HO14602	Barrier 2Pc CTF 1-1/4" Flexlend Green Flange (5)	BX
44	SQ125260	Barrier 2pc CTF 1-3/4" Stomahesive Flexible Flange White Tape (1)	BX
45	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	BX
46	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	EA
47	CT1607	Baza Antifungal Cream 5 oz (1)	EA

48	CT3410	Biatain 4"x4" Non-Adh Foam Dressing (10/Bx) LF	EA
49	DE00263E	Border Gauze 6"x6" (4.3"x4.3" Pad) Sterile 1's (25/Bx) LF	EA
50	CT12050	Brava Ostomy Paste W/Pectin 2 oz Sting-Free (1) LF	EA
51	CT120700	Brava Elastic Barrier Strips Curved (20/Bx) LF	BX
52	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	BX
53	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	EA
54	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	BX
55	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	EA
56	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	BX
57	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	EA
58	MT6300	Cath Ext 31MM Silicone w/Aloe Clear Advantage	EA
59	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	BX
60	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	EA
61	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	BX
62	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	EA
63	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	BX
64	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	EA
65	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	BX
66	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	EA
67	BD0102L16	Cath Foley 16Fr 5CC Coude Carson Red Latex Lubricated	EA
68	BD0102L18	Cath Foley 18Fr 5CC Coude Carson Red Latex Lubricated	EA
69	RU318116	Cath Foley 16Fr 5CC Coude PTFE Coated Latex 1 Eye	EA
70	RU318118	Cath Foley 18Fr 30CC Coude PTFE Coated Latex 1 Eye	EA
71	RU318320	Cath Foley 20Fr 30CC Coude PTFE Coated Latex 1 Eye	EA
72	BD123516	Cath Foley 16Fr 5CC Silicone Coated Latex 2 Eyes	EA
73	BD123518	Cath Foley 18Fr 5CC Silicone Coated Latex 2 Eyes	EA
74	BD123520	Cath Foley 20Fr 5CC Silicone Coated Latex 2 Eyes	EA
75	BD123522	Cath Foley 22Fr 5CC Silicone Coated Latex 2 Eyes	EA
76	BD123524	Cath Foley 24Fr 5CC Silicone Coated Latex 2 Eyes	EA
77	BD123526	Cath Foley 26Fr 5CC Silicone Coated Latex 2 Eyes	EA
78	BD123614	Cath Foley 14Fr 30CC Silicone Coated Latex 2 Eyes	EA
79	BD123616	Cath Foley 16Fr 30CC Silicone Coated Latex 2 Eyes	EA
80	BD123618	Cath Foley 18Fr 30CC Silicone Coated Latex 2 Eyes	EA
81	BD123620	Cath Foley 20Fr 30CC Silicone Coated Latex 2 Eyes	EA
82	BD123622	Cath Foley 22Fr 30CC Silicone Coated Latex 2 Eyes	EA
83	BD123624	Cath Foley 24Fr 30CC Silicone Coated Latex 2 Eyes	EA
84	BD806322	Cath Foley 22FR 30CC 100% Silicone 2 Eyes	EA
85	BD806516	Cath Foley 16FR 5CC 100% Silicone 2 Eyes	EA
86	BD806520	Cath Foley 20FR 5CC 100% Silicone 2 Eyes	EA
87	MDDYND16800	Catheter Leg Strap 1-1/2"x29" Foam (1) LF	EA
88	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	BX
89	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	EA
90	BD802414	Cath Int 14Fr Red Rubber Robinson/Nelation	EA
91	BD802416	Cath Int 16Fr Red Rubber Robinson/Nelation	EA
92	BD802418	Cath Int 18Fr Red Rubber Robinson/Nelation	EA
93	KE492058	Cath Int 16Fr PVC Male 16" Rob-Nel Latex Free	EA
94	MCK252835	Central Line Dressing Kit w/Chloraprep (1) LF	EA
95	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	BX
96	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	EA
97	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	BX
98	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	EA
99	DK8035T	Cohesive Bandage 3"x5yd Tan Non-Sterile	EA
100	JJ7025	Compression System Dynaflex Multi-Layer Kit (1)	KT

101	3M2094	Compress System 2-Layer w/Comfort Roll 4"x2.9yd, Coban	BX
102	3M2794	Compress System 2-Layer Lite w/Comfort Roll 4"x2.9yd, Coban	BX
103	DY3102	Conforming Stretch Gauze Bandage 2"x4.1yd NS (12/Bx) LF	EA
104	DY3103	Conforming Stretch Gauze Bandage 3"x4.1yd NS (12/Bx) LF	EA
105	DY3104	Conforming Stretch Gauze Bandage 4"x4.1yd NS (12/Bx) LF	EA
106	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	BX
107	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	PK
108	CT7571	Critic-Aid Clear Moisture Barrier w/Antifungal 2 oz	EA
109	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	BX
110	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	EA
111	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	BX
112	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	EA
113	KE8035	Curity 3"x10yd Unna Boot w/Calamine 12/cs	EA
114	KE8036	Curity 4"x10yd Unna Boot w/Calamine 12/cs	EA
115	CPI067216	Dakins Solution Quarter Strength 0.125% Sodium Hyp	EA
116	DE00276E	Dermadress 4"x4" (2"x2" pad) Waterproof Composite Dressing	EA
117	DE00277E	Dermadress 6"x6" (4"x4" pad) Waterproof Composite Dressing	EA
118	BD154002	Drain Bag 2000ML Single Hook w/EZ-Lok Sample Port (1) LF	EA
119	BD802001	Drain Bag 2000 ML w/Living Hinge Hanger & Plastic Clamp	EA
120	CP600909	Drain Bag 4000ML w/o Anti-Reflux w/Hook Hanger	EA
121	DK7470	Drain Sponges 4"x4" 6-Ply NonWoven Sterile 2's (2/Pk, 25Pk/Bx)	PK
122	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	BX
123	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	PK
124	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	BX
125	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	EA
126	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	BX
127	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	EA
128	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	BX
129	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	EA
130	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	BX
131	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	EA
132	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	BX
133	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	EA
134	SQ839002	Eakin Cohesive Skin Barrier 48MM 2" (20/Bx)	BX
135	SQ839002	Eakin Cohesive Skin Barrier 48MM 2" (20/Bx)	EA
136	MDS087004LF	Elastic Bandage Matrix 4"x5yd w/Velcro (1)	EA
137	MDS087006LF	Elastic Bandage Matrix 6"x5yd w/Velcro (1)	EA
138	SA08597	Elta Silver Wound Gel 1.5 oz Tube (1)	EA
139	FL201	Enema Sodium Phosphate Adult 4.5 oz (1) Fleet	EA
140	HO529311	Endoform Natural Dermal Template 2"x2" Dressing (10/Bx) LF	EA
141	BD150615	Ext Tubing 18" PVC w/Connector N/S (1) LF	EA
142	SC603420	Exufiber AG .8"x17.7" Gelling Fiber Dressing w/Silver (5/Bx) LF	EA
143	KE4584	Flex-Wrap 4"x5yd (1) Latex	EA
144	DK645	Fluff Bandage Roll 4.5"x4.1yd 6-Ply Sterile	EA
145	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	BX
146	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	EA
147	KE441106	Fluff Roll Gauze 4"x4yd Sterile (1) Latex Free	EA
148	KE441251	Fluff Roll Gauze 4"x4yd Non-Sterile (1) Latex Free	EA
149	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	BX
150	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	EA
151	FOL0102	Foley Anchor w/Tricot Pad for Latex/Slon Cath (25/Bx) LF	EA
152	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	BX
153	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	EA

154	DK6208	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50/Pk/Bx)	PK
155	DK6408	Gauze Sponges 4"x4" 8-Ply Sterile 2's (2/Pk, 50/Pk/Bx)	PK
156	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	BX
157	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	PK
158	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	BX
159	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	EA
160	KE441215	Gauze Sponge Dermacea 4"x4" 12-Ply (Pk/200) Latex	PK
161	KE441218	Gauze Sponge Dermacea 2"x2" 12-Ply (Pk/200) Latex	PK
162	DY2513	Gloves Nitrile Large Powder Free (N/S) (100/Bx) Latex Free	BX
163	DY2612	Gloves Vinyl Exam Medium Powder Free N/S (100/Bx)	BX
164	HYH53130	Gloves Nitrile Exam SM Sterile Pairs w/Beaded Cuff (50pr/Bx)	PR
165	HYH53131	Gloves Nitrile Exam MED Sterile Pairs w/Beaded Cuff (50pr/Bx)	PR
166	HYH55033	Gloves Vinyl Exam LG N/S Powder Free (100/Bx) LF	BX
167	HB2214	Hydrofera Blue 2"x2" Antimicrbl Foam Dressing (10/Bx) LF	EA
168	HBRS4520	Hydrofera Blue Ready 4"x5" Antimicrbl Foam Dressing (10/Bx) LF	EA
169	HBRT4050	Hydrofera Blue Ready Transfer 4"x5" Antimicrbl Foam Dressing (10/Bx) LF	EA
170	UN4209	Hypafix 2"x10yd Dressing Retention Tape (1) LF	EA
171	BD802010	Insert Tray Foley w/10CC Syringe, Lub Gloves & PVI Swab Peel	EA
172	BD802030	Insert Tray Foley w/30CC Syringe, Lub Gloves & PVI Swab Peel	EA
173	KE76012	Insert Tray Universal w/10CC Syringe Lub Gloves PVP Swabs	EA
174	KE76030	Insert Tray Universal w/10CC Syringe Lub Gloves BZK Swabs	EA
175	UN6602124014	Iodosorb Gel 10Gm Tube (1)	EA
176	UN6602125040	Iodosorb Gel 40Gm Tube (1) Latex Free	EA
177	BD802060	Irrigation Tray w/70CC Piston Syringe (1) LF	EA
178	KE67800	Irrigation Tray w/60CC Bulb Syringe Alcohol Prep	EA
179	KE68800	Irrigation Tray w/60CC Piston Syringe Alcohol Prep	EA
180	DK4071	Island Dressing 4"x5" Non-Woven Sterile (25/Bx)	EA
181	DK4073	Island Dressing 4"x10" Non-Woven Sterile (25/Bx)	EA
182	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	BX
183	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	EA
184	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	EA
185	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	PK
186	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	BX
187	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	PK
188	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	EA
189	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	TR
190	SI0309	Lantiseptic Skin Protectant 2.5 oz Jar (1)	EA
191	LN0311	Lantiseptic Skin Protectant 14 oz Jar (1)	EA
192	KE145514	Leg Bag Disposable 17 oz w/Twist Valve & Fabric Straps	EA
193	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	BX
194	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	EA
195	MDDYND12578	Leg Bag Disp 32 oz Large w/Twist Valve & Fabric Strap (1)	EA
196	HO78500	Lubricating Deodorant 8 oz Bottle (1) Adapt	EA
197	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	BX
198	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	EA
199	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	BX
200	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	EA
201	HO9873	Male Urinary Pouch w/CTF Flexextend Barrier (10) LF	BX
202	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	BX
203	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	EA
204	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	BX
205	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	EA
206	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	BX

207	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	EA
208	DE31515	Medihoney Sterile Manuka Honey Paste 1.5 oz Tube	EA
209	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	BX
210	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	EA
211	DE31815	Medihoney Gel 1.5 oz Tube (1) Sterile Leptospermum	EA
212	3M2962	Medipore 2" Soft Cloth Tape (1) 10yd Roll Latex Free	EA
213	3M2964	Medipore 4" Soft Cloth Tape (1) 10yd Roll Latex Free	EA
214	SC311099	Mefix 4"x11yd Soft Cloth Dressing Retention Tape (1) LF	EA
215	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	BX
216	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	EA
217	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	BX
218	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	EA
219	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	BX
220	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	EA
221	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	BX
222	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	EA
223	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	BX
224	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	EA
225	SC395390	Mepilex Border AG 4"x4" Adh Foam Dressing w/Silver (5/Bx) LF	BX
226	SC395390	Mepilex Border AG 4"x4" Adh Foam Dressing w/Silver (5/Bx) LF	EA
227	SC282055	Mepilex Border Sacrum 6.3"x7.9" Adh Foam Dressing (10/Bx)	EA
228	SC282455	Mepilex Border Sacrum 8.7"x9.8" Adh Foam Dressing (10/Bx)	EA
229	SC288100	Mepilex Heel 5"x8" Adh Foam Dressing (5/Bx) LF	EA
230	SC294199	Mepilex 4"x4" Adh Silicone Foam Dressing (5/Bx) LF	EA
231	SC291099	Mepitel 4"x7.2" Wound Contact Layer (10/Bx) LF	EA
232	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	BX
233	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	EA
234	SQ411803	Moldable 1-3/4" Stomahesive Barrier Med 7/8"-1-1/4"	BX
235	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	BX
236	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	EA
237	SQ411806	Moldable Durahesive Skin Barrier X-Large (10/Bx)	BX
238	SQ413418	Moldable Durahesive Skin Barrier w/Flex Collar 1-3	BX
239	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	BX
240	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	EA
241	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	BX
242	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	EA
243	DK134	Non-Adherent Pad 3"x4" Sterile 1's (100/Bx)	EA
244	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	BX
245	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	EA
246	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	BX
247	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	EA
248	HO7300	Ostomy Belt Med 23-43" (1) LF	BX
249	HO7300	Ostomy Belt Med 23-43" (1) LF	EA
250	SQ25510	Ostomy Powder 1 oz Puff Bottle	EA
251	MDNON256015	Packing Strip Iodoform 1"x5yd (1)	EA
252	MDNON256125	Packing Strip Iodoform 1/2"x5yd (1)	EA
253	MDNON256145	Packing Strip Iodoform 1/4"x5yd (1)	EA
254	MDNON255015	Packing Strip Plain 1"x5yd (1)	EA
255	MDNON255025	Packing Strip Plain 2"x5yd (1)	EA
256	MDNON255125	Packing Strip Plain 1/2"x5yd (1)	EA
257	MDNON255145	Packing Strip Plain 1/4"x5yd (1)	EA
258	JR241	Paper Towels 2 Ply Multifold GP	PK
259	MC32765000	Penlight Reusable (1)	EA

260	MC32765000	Penlight Reusable (1)	PK
261	CT1453	Perineal Wash 8 oz (1) No Rinse Bedside Care	EA
262	BA4992301	Pleural Drainage Kit Blue Valve 1000 ML Bag w/Drainage	KT
263	BA4991503	Pleural Dressing Kit – Supplies to Dress an Aspira Drain	KT
264	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	BX
265	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	EA
266	CT16306	Pouch 1PC Closed CTF 3/8"-2" Scvx Opq Maxi Fltr Wndw (10)	BX
267	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	BX
268	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	EA
269	SQ401513	Pouch 2pc Drain 2-1/4" Flange Transparent 12" 1 Side Comfort Panel Clamp (10)	BX
270	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	BX
271	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	EA
272	SQ411362	Pouch 2pc Drain 2-3/4" Flange Transparent 12" Filter Invisiclose	BX
273	SQ401544	Pouch 2pc Urostomy 1-3/4" Flange Trns 10" 1SCP Accuseal Tap	BX
274	HO82400	Pouch 9" 5/8" – 2-1/8" Clsd Trans Cut-To-Fit Softflex	BX
275	SQ401557	Pouch Drainable High Output 1-3/4" (5)	BX
276	SQ401557	Pouch Drainable High Output 1-3/4" (5)	EA
277	SQ401515	Pouch Drainable 14" Transparent 4" Flange	BX
278	SQ401515	Pouch Drainable 14" Transparent 4" Flange	EA
279	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfitt	BX
280	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfitt	EA
281	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	BX
282	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	EA
283	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	BX
284	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	EA
285	UN66000321	Primapore 11-3/4"x4" (20/Bx)	BX
286	UN66000321	Primapore 11-3/4"x4" (20/Bx)	EA
287	UN66000771	Profore Lite Kit Multi-Layer Compression Bandage	KT
288	UN66020016	Profore Kit 4-Layer Compression System (1 Kit)	KT
289	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	BX
290	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	EA
291	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	BX
292	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	EA
293	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	BX
294	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	EA
295	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	EA
296	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	PK
297	MDMSC8644EP	Puracol Plus 4.25"x4.5" Collagen Wound Dressing	EA
298	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing	EA
299	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	BX
300	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	EA
301	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	BX
302	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	EA
303	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	BX
304	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	EA
305	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	BX
306	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	EA
307	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	BX
308	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	EA
309	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	BX
310	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	EA
311	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	BX
312	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	EA

313	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	BX
314	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	EA
315	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	BX
316	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	EA
317	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	BX
318	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	EA
319	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	BX
320	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	EA
321	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	BX
322	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	EA
323	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	BX
324	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	EA
325	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	BX
326	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	EA
327	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	BX
328	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	EA
329	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	BX
330	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	EA
331	HO529974	Restore Hydrogel 3 oz Tube (1)	BX
332	HO529974	Restore Hydrogel 3 oz Tube (1)	EA
333	HO529975	Restore Wound Cleanser 8 oz (1)	BX
334	HO529975	Restore Wound Cleanser 8 oz (1)	EA
335	SC2436	Retention Bandage Tubifast Med Limbs Green 2-1/8" 33FT	BX
336	SC2438	Retention Bandage Tubifast Lrg Limbs Blue 3-1/8" 33FT	BX
337	SC2440	Retention Bandage Tubifast XL Limbs Blue 4-7/8" 33FT	BX
338	KE3332	Roll Gauze Anti-Microbial 4.5"x4.1yd (1) Kerlix	EA
339	DE00245	Saline 0.9% Irrigation Soln Spray 210ML	EA
340	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	BX
351	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	EA
352	MC25702000	Scissors Lister Bandage 5-1/2" (1)	EA
353	3M1583	Self Adherent Wrap 3"x5yd Tan (1) Contains Latex	EA
354	3M1584	Self Adherent Wrap 4"x5yd Tan (1) Contains Latex	EA
355	SAGE8900	Sharps Container Phlebotomy 1.0 Qt Red (1)	EA
356	SNS50720	Simpurity 4"x5" Alginate Dressing (10/Bx) LF	EA
357	SNS51720	Simpurity 4"x5" Antimicrobl Alginate Dressing w/Silver (10/Bx) LF	EA
358	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	BX
359	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	EA
360	SQ404593	Skin Barrier Moldable Convex Medium 7/8" – 1-1/4" (10)	BX
361	SQ404593	Skin Barrier Moldable Convex Medium 7/8" – 1-1/4" (10)	EA
362	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" – 1-3/4" (10)	BX
363	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" – 1-3/4" (10)	EA
364	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	BX
365	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	EA
366	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	BX
367	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	EA
368	BUR520101	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA
369	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	EA
370	AB613822	Sodium Chloride 0.9% 250ML Pour Bottle (1) Irrigation	EA
371	AB613803	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA
372	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	BX
373	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	EA
374	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	BX
375	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	EA

376	BX5262	Sodium Chloride 0.9% 15 ML Unit Dose Saline Vial	EA
377	DY4253	Specimen Container 4 oz Sterile Individually Wrapped	EA
378	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	BX
379	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	PK
380	DY4522	Staple Removal Kit Tweezer Style w/Gauze Pad	KT
381	AB613922	Sterile Water 250ML Pour Bottle (1) Irrigation	EA
382	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	BX
383	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	EA
384	MC10414020	Stethoscope Spague Rappaport 22" Black (1)	EA
385	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	BX
386	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	EA
387	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	BX
388	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	EA
389	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	BX
390	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	EA
391	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	BG
392	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	EA
393	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	BG
394	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	EA
395	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	BG
396	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	EA
397	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	BX
398	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	EA
399	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	BX
400	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	EA
401	KE441503	Stretch Bandage 6"x4Yd NS (6/Bg) LF	EA
402	DY3112	Stretch Gauze Bandage 2"x4.1yd Sterile	EA
403	DY3114	Stretch Gauze Bandage 4"x4.1yd Sterile	EA
404	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	PK
405	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	TR
406	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	BX
407	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	EA
408	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	BX
409	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	EA
410	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	BX
411	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	EA
412	DY4521	Suture Removal Kit w/Littauer Scissors Metal Forceps & Gauze Sponge	EA
413	KE67000	Syringe Irrigation 60CC Cath Tip w/Bulb (1) Latex Free	EA
414	KE68000	Syringe Irrigation 60CC Cath Tip (1) LF	EA
415	BE302995	Syringe 10CC Luer Lok (200/Bx)	EA
416	BE306546	Syringe 10ML Prefilled Saline (1)	BX
417	BE306546	Syringe 10ML Prefilled Saline (1)	EA
418	BE309581	Syringe/Needle 3CC 25G x 1" (1) Precisionglide	EA
419	GF171335	Tape Measure 36" Paper Infant (1)	EA
420	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	BX
421	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	EA
422	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	BX
423	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	EA
424	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	BX
425	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	EA
426	DKP110	Tape Paper 1"x10yd Non-Sterile	EA
427	DKP210	Tape Paper 2"x10yd Non-Sterile	EA
428	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	BX

429	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	EA
430	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	BX
431	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	EA
432	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	BX
433	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	EA
434	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	BX
435	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	EA
436	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	BX
437	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	EA
438	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	BX
439	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	EA
440	DKT110	Tape Transparent 1"x10yd Non-Sterile (1) LF	EA
441	DKT210	Tape Transparent 2"x10yd Non-Sterile (1) LF	EA
442	3M1624W	Tegaderm 2-3/8"x2-3/4" (100) Transparent Film Dressing Frame Style	BX
443	3M1624W	Tegaderm 2-3/8"x2-3/4" (100) Transparent Film Dressing Frame Style	EA
444	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	BX
445	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	EA
446	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	BX
447	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	EA
448	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	BX
449	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	EA
450	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	BX
451	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	EA
452	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	BX
453	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	EA
454	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	BX
455	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	EA
456	SF5076	Theraputty Medium Green 4 oz	EA
457	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	BX
458	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	EA
459	CT1964	Triad Hydrophilic Paste 2.5 oz Tube (1)	EA
460	CT1967	Triad Hydrophilic Paste 6 oz Tube	EA
461	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	BX
462	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	EA
463	DY3453	Unna Boot w/Zinc 3"x10yd Roll (1)	EA
464	DY3454	Unna Boot w/Zinc 4"x10yd Roll (1)	EA
465	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	EA
466	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	PK
467	KE413605	Vaseline Gauze Sterile 3"x9" (50)	BX
468	KE413605	Vaseline Gauze Sterile 3"x9" (50)	EA
469	DY1155	Vitamin A&D Ointment 4 oz Tube Flip Top Cap (1)	EA
470	SQ401906	Wafer 6"x6" w/Flange 4" (5)	BX
471	SQ401906	Wafer 6"x6" w/Flange 4" (5)	EA
472	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	EA
473	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	PK
474	MDMSC263811	Wipes 8"x12" Flushable w/Dimethicone (24/Pk)	PK
475	SC289700	Wound Contact Layer 6.8"x10" One Side Soft Sil Non-Adh	EA
476	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	BX
477	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	EA
478	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	BX
479	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	EA
480	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	BX
481	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	EA

482	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	BX
483	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	EA

ADDITIONAL SUPPLY ITEMS MAY BE ADDED AS NEEDED AT A STATED DISCOUNT FROM MANUFACTURER'S PRICE.

SCHEDULE B

Medicare / Agency Wholesale Price

Item #		Product Description	UOM
1	3M1583	Self Adherent Wrap 3"x5yd Tan (1) Contains Latex	EA
2	3M1584	Self Adherent Wrap 4"x5yd Tan (1) Contains Latex	EA
3	3M1624W	Tegaderm 2-3/8" x 2-3/4" (100) Transparent Film DRSG Frame	BX
4	3M1624W	Tegaderm 2-3/8" x 2-3/4" (100) Transparent Film DRSG Frame	EA
5	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	BX
6	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	EA
7	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	BX
8	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	EA
9	3M2094	Compress System 2-Layer w/Comfort Roll 4"x2.9yd, Coban	BX
10	3M2794	Compress System 2-Layer Lite w/Comfort Roll 4"x2.9yd, Coban	BX
11	3M2962	Medipore 2" Soft Cloth Tape (1) 10yd Roll Latex Free	EA
12	3M2964	Medipore 4" Soft Cloth Tape (1) 10yd Roll Latex Free	EA
13	3M9221	Avagard D Instant Hand Antiseptic w/Moisturizers 3	EA
14	AB613803	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA
15	AB613822	Sodium Chloride 0.9% 250ML Pour Bottle (1) Irrigation	EA
16	AB613922	Sterile Water 250ML Pour Bottle (1) Irrigation	EA
17	BD0102L16	Cath Foley 16Fr 5CC Coude Carson Red Latex Lubricated	EA
18	BD0102L18	Cath Foley 18Fr 5CC Coude Carson Red Latex Lubricated	EA
19	BD123516	Cath Foley 16Fr 5CC Silicone Coated Latex 2 Eyes	EA
20	BD123518	Cath Foley 18Fr 5CC Silicone Coated Latex 2 Eyes	EA
21	BD123520	Cath Foley 20Fr 5CC Silicone Coated Latex 2 Eyes	EA
22	BD123522	Cath Foley 22Fr 5CC Silicone Coated Latex 2 Eyes	EA
23	BD123524	Cath Foley 24Fr 5CC Silicone Coated Latex 2 Eyes	EA
24	BD123526	Cath Foley 26Fr 5CC Silicone Coated Latex 2 Eyes	EA
25	BD123614	Cath Foley 14Fr 30CC Silicone Coated Latex 2 Eyes	EA
26	BD123616	Cath Foley 16Fr 30CC Silicone Coated Latex 2 Eyes	EA
27	BD123618	Cath Foley 18Fr 30CC Silicone Coated Latex 2 Eyes	EA
28	BD123620	Cath Foley 20Fr 30CC Silicone Coated Latex 2 Eyes	EA
29	BD123622	Cath Foley 22Fr 30CC Silicone Coated Latex 2 Eyes	EA
30	BD123624	Cath Foley 24Fr 30CC Silicone Coated Latex 2 Eyes	EA
31	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	BX
32	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	EA
33	BD802001	Drain Bag 200ML w/Living Hinge Hanger & Plastic	EA
34	BD802414	Cath Int 14Fr Red Rubber Robinson/Nelation	EA
35	BD802416	Cath Int 16Fr Red Rubber Robinson/Nelation	EA
36	BD802418	Cath Int 18Fr Red Rubber Robinson/Nelation	EA
37	BE306546	Syringe 10ML Prefilled Saline (1)	BX
38	BE306546	Syringe 10ML Prefilled Saline (1)	EA
39	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	BX
40	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	EA
41	CP600909	Drain Bag 4000ML w/o Anti-Reflux w/Hook Hanger	EA
42	CPI067216	Dakins Solution Quarter Strength 0.125% Sodium Hyp	EA
43	CT120700	Barrier Strips Curved Elastic (20/Bx) Brava Latex	BX
44	CT1453	Perineal Wash 8 oz (1) No Rinse Bedside Care	EA
45	CT1607	Baza Antifungal Cream 5 oz (1)	EA
46	CT1964	Triad Hydrophilic Paste 2.5 oz Tube (1)	EA
47	CT7571	Critic-Aid Clear Moisture Barrier w/Antifungal 2 oz	EA

48	DE00245	Saline 0.9% Irrigation Soln Spray 210ML (1)	EA
49	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	BX
50	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	EA
51	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	BX
52	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	EA
53	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	BX
54	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	EA
55	DE31515	Medihoney Sterile Manuka Honey Paste 1.5 oz Tube	EA
56	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	BX
57	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	EA
58	DE31815	Medihoney Gel 1.5 oz Tube (1) Sterile Leptospermum	EA
59	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	BX
60	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	EA
61	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	BX
62	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	EA
63	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	BX
64	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	EA
65	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	BX
66	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	EA
67	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	BX
68	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	EA
69	DY1155	Vitamin A&D Ointment 4 oz Tube Flip Top Cap (1)	EA
70	DY1173	Bacitracin Zinc Ointment 1 oz Tube (1)	EA
71	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	BX
72	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	EA
73	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	BX
74	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	EA
75	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	EA
76	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	PK
77	DY2513	Gloves Nitrile Large Powder Free (N/S) (100/Bx) Latex Free	BX
78	DY2612	Gloves Vinyl Exam Medium Powder Free N/S (100/Bx)	BX
79	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	BX
80	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	EA
81	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	BX
82	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	EA
83	DY3453	Unna Boot w/Zinc 3"x10yd Roll (1)	EA
84	DY3454	Unna Boot w/Zinc 4"x10yd Roll (1)	EA
85	FL201	Enema Sodium Phosphate Adult 4.5 oz (1) Fleet	EA
86	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	BX
87	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	EA
88	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	EA
89	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	PK
90	GF171335	Tape Measure 36" Paper Infant (1)	EA
91	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	BX
92	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	EA
93	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	BX
94	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	EA
95	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	BX
96	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	EA
97	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	BX
98	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	EA
99	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	BX
100	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	EA

101	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	BX
102	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	EA
103	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	BX
104	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	EA
105	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	BX
106	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	EA
107	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	BX
108	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	EA
109	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	BX
110	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	EA
111	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	BX
112	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	EA
113	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	BX
114	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	EA
115	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	BX
116	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	EA
117	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	BX
118	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	EA
119	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	BX
120	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	EA
121	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	BX
122	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	EA
123	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	BX
124	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	EA
125	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	BX
126	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	EA
127	HO529974	Restore Hydrogel 3 oz Tube (1)	BX
128	HO529974	Restore Hydrogel 3 oz Tube (1)	EA
129	HO529975	Restore Wound Cleanser 8 oz (1)	BX
130	HO529975	Restore Wound Cleanser 8 oz (1)	EA
131	HO7300	Ostomy Belt Med 23-43" (1) LF	BX
132	HO7300	Ostomy Belt Med 23-43" (1) LF	EA
133	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	BX
134	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	EA
135	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	BX
136	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	EA
137	HO78500	Lubricating Deodorant 8 oz Bottle (1) Adapt	EA
138	HO7906	Adapt Stoma Powder 1 oz	EA
139	HO79300	Adapt Ostomy Paste 2 oz Tube (1)	EA
140	HO82400	Pch 9" 5/8" - 2-1/8" Clsd Trans Cut-To-Fit Soffflex	BX
141	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	BX
142	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	PK
143	JJ7025	Compression System Dynaflex Multi-Layer Kit (1)	KT
144	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	BX
145	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	EA
146	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	BX
147	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	EA
148	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	BX
149	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	EA
150	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	BX
151	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	EA
152	JR241	Paper Towels 2 Ply Multifold GP	PK
153	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	BX

154	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	EA
155	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	BX
156	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	EA
157	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	BX
158	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	EA
159	KE145514	Leg Bag Disp 17 oz w/Twist Valve & Fabric Straps	EA
160	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	BX
161	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	EA
162	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	BX
163	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	EA
164	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	BX
165	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	EA
166	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	BX
167	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	EA
168	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	EA
169	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	TR
170	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	EA
171	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	PK
172	KE3332	Roll Gauze Anti-Microbial 4.5"x4.1yd (1) Kerlix	EA
173	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	BX
174	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	EA
175	KE413605	Vaseline Gauze Sterile 3"x9" (50)	BX
176	KE413605	Vaseline Gauze Sterile 3"x9" (50)	EA
177	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	BX
178	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	EA
179	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	BX
180	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	EA
181	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	BX
182	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	PK
183	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	BX
184	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	EA
185	KE441106	Fluff Roll Gauze 4"x4yd Sterile (1) Latex Free	EA
186	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	PK
187	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	KT
188	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	BX
189	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	PK
190	KE441215	Gauze Sponge Dermacea 4"x4" 12-Ply (Pk/200) Latex	PK
191	KE441218	Gauze Sponge Dermacea 2"x2" 12-Ply (Pk/200) Latex	PK
192	KE441251	Fluff Roll Gauze 4"x4yd Non-Sterile (1) Latex Free	EA
193	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	BX
194	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	PK
195	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	BX
196	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	PK
197	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	BX
198	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	PK
199	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	BG
200	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	EA
201	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	BG
202	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	EA
203	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	BG
204	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	EA
205	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	BX
206	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	EA

207	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	BX
208	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	EA
209	KE4584	Flex-Wrap 4"x5yd (1) Latex	EA
210	KE492058	Cath Int 16Fr PVC Male 16" Rob-Nel Latex Free	EA
211	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	BX
212	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	PK
213	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	BX
214	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	EA
215	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	BX
216	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	EA
217	KE6196D	ABD Pad 5"x9" Non-Sterile – Latex Free	EA
218	KE6198D	ABD Pad 8"x10" Non-Sterile – Latex Free	EA
219	KE66200	Suture Removal Ki w/Littauer Scissors Metal Force	EA
220	KE66700	Staple Removal Kit Tweezer Style w/Gauze Pad	EA
221	KE67000	Syringe Irrig 60CC Cath Tip w/Bulb (1) Latex Free	EA
222	KE67800	Irrigation Tray w/60CC Bulb Syringe Alcohol Prep	EA
223	KE68000	Syringe Irrigation 60CC Cath Tip (1) LF	EA
224	KE68800	Irrigation Tray w/60CC Piston Syringe Alcohol Prep	EA
225	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	BX
226	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	EA
227	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	BX
228	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	EA
229	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	BX
230	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	EA
231	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	EA
232	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	PK
233	KE7196D	ABD Pad 5"x9" Sterile Latex Free	BX
234	KE7196D	ABD Pad 5"x9" Sterile Latex Free	EA
235	KE7198D	ABD Pad 8"x10" Sterile Latex Free	BX
236	KE7198D	ABD Pad 8"x10" Sterile Latex Free	EA
237	KE731900	Ext Tubing PVC 18" w/Connector Non-Sterile (1)	EA
238	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	BX
239	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	EA
240	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	BX
241	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	EA
242	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	BX
243	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	EA
244	KE76012	Insert Tray Universal w/10CC Syringe Lub Gloves PVP Swabs	EA
245	KE76030	Insert Tray Universal w/10CC Syringe Lub Gloves BZK Swabs	EA
246	KE8035	Curity 3"x10yd Unna Boot w/Calamine 12/cs	EA
247	KE8036	Curity 4"x10yd Unna Boot w/Calamine 12/cs	EA
248	KE8190A	ABD Pad 5"x9" Non-Sterile Latex Free	EA
249	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	BX
250	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	EA
251	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	BX
252	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	EA
253	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	BX
254	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	EA
255	LN0309	Lantiseptic Skin Protectant 2.5 oz Jar (1)	EA
256	LN0311	Lantiseptic Skin Protectant 14 oz Jar (1)	EA
257	MC01140011	Aneroid Sphygmomanometer Adult Cuff Blue Nylon (1)	EA
258	MC10414020	Stethoscope Spague Rappaport 22" Black (1)	EA
259	MC25702000	Scissors Lister Bandage 5-1/2" (1)	EA

260	MC32765000	Penlight Reusable (1)	EA
261	MC32765000	Penlight Reusable (1)	PK
262	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	BX
263	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	EA
264	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	BX
265	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	EA
266	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	BX
267	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	EA
268	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	BX
269	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	EA
270	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	BX
271	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	EA
272	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	BX
273	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	EA
274	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	BX
275	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	EA
276	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	BX
277	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	EA
278	MDNON255015	Packing Strip Plain 1"x5yd (1)	EA
279	MDNON255025	Packing Strip Plain 2"x5yd (1)	EA
280	MDNON255125	Packing Strip Plain 1/2"x5yd (1)	EA
281	MDNON255145	Packing Strip Plain 1/4"x5yd (1)	EA
282	MDNON256015	Packing Strip Iodoform 1"x5yd (1)	EA
283	MDNON256125	Packing Strip Iodoform 1/2"x5yd (1)	EA
284	MDNON256145	Packing Strip Iodoform 1/4"x5yd (1)	EA
285	MDS087004LF	Elastic Bandage Matrix 4"x5yd w/Velcro (1)	EA
286	MDS087006LF	Elastic Bandage Matrix 6"x5yd w/Velcro (1)	EA
287	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	BX
288	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	EA
289	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	BX
290	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	EA
291	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	BX
292	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	EA
293	MT6300	Cath Ext 31MM Silicone w/Aloe Clear Advantage	EA
294	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	BX
295	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	EA
296	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	BX
297	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	EA
298	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	BX
299	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	EA
300	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	BX
301	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	EA
302	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	BX
303	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	EA
304	SA08597	Elta Silver Wound Gel 1.5 oz Tube (1)	EA
305	SAGE8900	Sharps Container Phlebotomy 1.0 Qt Red (1)	EA
306	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	BX
307	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	EA
308	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	BX
309	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	EA
310	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	BX
311	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	EA
312	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	BX

313	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	EA
314	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	BX
315	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	EA
316	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	BX
317	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	EA
318	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	BX
319	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	EA
320	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	BX
321	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	EA
322	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	BX
323	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	EA
324	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	BX
325	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	EA
326	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	BX
327	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	EA
328	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	BX
329	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	EA
330	SQ324908	Aloe Vesta Protective Ointment 8 oz Tube (1)	EA
331	SQ401515	Pouch Drainable 14" Transparent 4" Flange	BX
332	SQ401515	Pouch Drainable 14" Transparent 4" Flange	EA
333	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	BX
334	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	EA
335	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	BX
336	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	EA
337	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	BX
338	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	EA
339	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	BX
340	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	EA
351	SQ401557	Pouch Drainable High Output 1-3/4" (5)	BX
352	SQ401557	Pouch Drainable High Output 1-3/4" (5)	EA
353	SQ401906	Wafer 6"x6" w/Flange 4" (5)	BX
354	SQ401906	Wafer 6"x6" w/Flange 4" (5)	EA
355	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	BX
356	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	EA
357	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	BX
358	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	EA
359	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" - 1-3/4" (10)	BX
360	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" - 1-3/4" (10)	EA
361	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	BX
362	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	EA
363	SQ411362	Pouch 2pc Drain 2-3/4" Flange Transparent 12" Filter Invisiclose	BX
364	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	BX
365	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	EA
366	SQ411803	Moldable 1-3/4" Stomahesive Barrier Med 7/8"-1-1/4"	BX
367	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	BX
368	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	EA
369	SQ411806	Moldable Durahesive Skin Barrier X-Large (10/Bx)	BX
370	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	BX
371	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	EA
372	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	BX
373	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	EA
374	SQ413418	Moldable Durahesive Skin Barrier w/Flex Collar 1-3	BX
375	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	BX

376	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	EA
377	SQ839002	Eakin Cohesive Skin 48MM 2" (20/Bx)	BX
378	SQ839002	Eakin Cohesive Skin 48MM 2" (20/Bx)	EA
379	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	BX
380	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	EA
381	UN4209	Hypafix 2"x10yd Dressing Retention Tape (1) LF	EA
382	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	BX
383	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	EA
384	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	BX
385	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	EA
386	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	BX
387	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	EA
388	UN66000321	Primapore 11-3/4"x4" (20/Bx)	BX
389	UN66000321	Primapore 11-3/4"x4" (20/Bx)	EA
390	UN66000771	Profore Lite Kit Multi-Layer Compression Bandage	KT
391	UN66020016	Profore Kit 4-Layer Compression System (1 Kit)	KT
392	UN6602124014	Iodosorb Gel 10Gm Tube (1)	EA
393	UN6602125040	Iodosorb Gel 40Gm Tube (1) Latex Free	EA
394	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	BX
395	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	EA
396	UN66927637	Allevyn 4"x4" (10) Foam Dressing	BX
397	UN66927637	Allevyn 4"x4" (10) Foam Dressing	EA
398	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	BX
399	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	EA

ADDITIONAL SUPPLY ITEMS MAY BE ADDED AS NEEDED AT A STATED DISCOUNT FROM MANUFACTURER'S PRICE.

EXHIBIT C

INSURANCE REQUIREMENTS - SERVICE PROVIDERS

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees, *except that in the event the Contractor has no employees and is exempt by law from having such insurance coverage the Contractor may provide an exemption statement.*

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

X. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.

APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Licenses, Permits, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. Termination

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. Defense & Indemnification

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for

damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement. This language shall be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the County pursuant to its terms.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work;
or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
 - (1) an invoice detailing the claim,
 - (2) copies of all documentation supporting the claim,
 - (3) a properly completed County standard voucher, which includes
 - (i) the County contract number under which payment is being claimed, **AND**
 - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof. (Please disregard if these forms do not pertain).

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and

rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and

apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
 - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
 - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
 - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.**
Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or

created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
 - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
 - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. For Medicaid/Federal Health Care Related Work

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor. If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program. The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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PART I
General Provisions

1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

3. APPENDIX A / INSURANCE The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF CLAUSES Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

6. DEFINITIONS

Terms used in this document shall have the following meanings:

AGENCY OR AGENCIES Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

ANCILLARY PRODUCT: Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

COUNTY Essex County, New York.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

LATE BID For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

PROCUREMENT RECORD Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The County's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

Bid Submission

7. BID LANGUAGE & CURRENCY All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

“BID ENCLOSED” (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County’s right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

14. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - Public Works and Building Services Contracts If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

(a) "Public Works" and "Building Services" – Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

(b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

(c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

(d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

18. EXPENSES PRIOR TO AWARD Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

(a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

(b) Net Pricing Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

(c) "No Charge" Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

24. DRAWINGS

(a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

(b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

(c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

(a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

(b) Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

(c) Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

(d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

(e) Testing All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

27. ADDENDA / INTERPRETATION No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

Bid Evaluation

28. BID EVALUATION The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

37. TIME FRAME FOR OFFERS The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

39. COMPLIANCE WITH LAWS, ETC. The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

40. MODIFICATION OF TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

46. SATURDAY & HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

(a) Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) Shipping Charges Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

51. REJECTED PRODUCT When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

58. STOP / SUSPENSION OF WORK

(a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) Suspension of Work Order The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

59. CANCELLATION A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

60. FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

61. CONTRACT BILLINGS Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - AUTHORIZED USER An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

- (a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

(c) By Contractor Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - EXTENSION In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

(b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

(c) To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

(d) Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

(e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.

iv. That all deliveries will be equal to the accepted bid sample.

v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

GENERAL

72. APPLICABILITY In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

73. DEFINITIONS - Part II

DOCUMENTATION The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

ENTERPRISE The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

ENTERPRISE LICENSE A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

ENTERPRISE PARTICIPANTS One or more Licensees, as defined in Part I, participating in an Enterprise License.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LOGICAL PARTITION A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

OBJECT CODE The machine executable code that can be directly executed by a computers central processing unit(s).

PHYSICAL PARTITION A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

SITE The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

TERMS OF LICENSE The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

VIRUS Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

TERMS AND CONDITIONS

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in

the Contract shall be extended by the time periods allowed for testing and acceptance.

(c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

(d) Product Use Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

(e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

(g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

(h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

(i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

75. ENTERPRISE LICENSE OPTION FOR SOFTWARE Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

(a) Enterprise – Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to" locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

(b) Product Use Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere

within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

(c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

(d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

(e) Enterprise Operating Systems Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

(f) Product Acceptance Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

(g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

(h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then -

current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

(i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

(j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

(k) Default A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

76. PRODUCT ACCEPTANCE Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

77. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in

compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

(a) Definitions

Product For purposes of this section, the term “Product” shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

“Existing Product” is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

“Custom Product” is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

(b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

(c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor’s business.

(d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of

this paragraph.

(e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor’s overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

79. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer’s certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

80. PRODUCT VERSION Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

81. MIGRATION TO CENTRALIZED CONTRACT The County or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

82. NOTICE OF PRODUCT DISCONTINUANCE In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

83. REINSTATEMENT OF MAINTENANCE The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

84. NO HARDSTOP / PASSIVE LICENSE MONITORING Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or

impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

85. ADDITIONAL WARRANTIES / GUARANTEES Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the ‘Warranties/Guarantees’ set forth in Part I, Contractor makes the following warranties.

(a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

(b) Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

(c) Virus Warranty Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, “Virus” shall have the meaning set forth in Part II, “Definitions”.

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on “without limitation”, the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

ESSEX COUNTY PURCHASING
7551 COURT STREET – PO BOX 217
ELIZABETHTOWN, NY 12932

NON-BIDDER RESPONSE

Bid/RFP Name: _____

The Essex County Purchasing Department is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance Requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to firm,
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	6 City, state, and ZIP code	
	7 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. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, 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 payee 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 to Form W-9 that specifies the following five items:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

OFFER DOCUMENTS

DESCRIPTION

Vendor Responsibility Questionnaire	[Have Notarized]
Offer	
Certification of Compliance With Iran Divestment Act	[Have Notarized]
Non-Collusive Bidding Certification	[Have Notarized]

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS A) FEIN # B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor ____ YES ____ NO			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		____ YES ____ NO	
b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		____ YES ____ NO	

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ___ YES ___ NO
2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ___ YES ___ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ___ YES ___ NO
1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES' HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied".

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. ___ YES ___ NO
- b) file returns or pay New York State unemployment insurance?
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. ___ YES ___ NO
- c) Property Tax
Indicate the years the vendor failed to file. ___ YES ___ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES' WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

___ YES ___ NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # _____

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor’s business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor’s responses.

Name of Business: _____

Signature of Owner: _____

Printed Name of Signatory: _____

Title: _____

Address: _____ City, State, Zip: _____

Date: _____

Sworn before me this _____ day of

_____, 20____

Notary Public

OFFER

_____ proposes to furnish the DME Supplies per the Bid Specifications to be ordered on an as needed basis for the following amounts:

SCHEDULE A

NON MEDICARE DIRECT PRICE

Item #	Product Description	UO M	PRICE
1	DK5940	ABD Pad 5"x9" w/Moisture Resist Barrier NS (25/Bx) LF	EA
2	KE6196D	ABD Pad 5"x9" Non-Sterile Latex Free	EA
3	KE6198D	ABD Pad 8"x10" Non-Sterile Latex Free	EA
4	KE7196D	ABD Pad 5"x9" Sterile Latex Free	BX
5	KE7196D	ABD Pad 5"x9" Sterile Latex Free	EA
6	KE7198D	ABD Pad 8"x10" Sterile Latex Free	BX
7	KE7198D	ABD Pad 8"x10" Sterile Latex Free	EA
8	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	BX
9	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	EA
10	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	BX
11	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	EA
12	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	BX
13	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	EA
14	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	BX
15	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	EA
16	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	BX
17	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	EA
18	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	BX
19	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	EA
20	HO7906	Adapt Stoma Powder 1 oz	EA
21	HO79300	Adapt Ostomy Paste 2 oz Tube (1)	EA
22	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	BX
23	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	PK
24	JJ2019	Adaptic 5"x9" Non-Adh Petrollatum Emulsion Dressing (12/Bx)	EA
25	3MR1541	Adhesive Skin Closures 1/4" x 3" Reinforced (3/pk) LF	PK
26	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	BX
27	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	EA
28	UN66927637	Allevyn 4"x4" (10) Foam Dressing	BX
29	UN66927637	Allevyn 4"x4" (10) Foam Dressing	EA
30	SQ324908	Aloe Vesta Protective Ointment 8 oz Tube (1)	EA
31	MC01140011	Aneroid Sphygmomanometer Adult Cuff Blue Nylon (1)	EA
32	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	BX
33	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	EA
34	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	BX
35	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	EA
36	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	BX
37	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	EA
38	3M9221	Avagard D Instant Hand Antiseptic w/Moisturizers 3	EA
39	DY1173	Bacitracin Zinc Ointment 1 oz Tube (1)	EA

40	3M3346	Barrier Film 28 ML Pump Spray No Sting	EA
41	CT120700	Barrier Strips Curved Elastic (20/Bx) Brava Latex	BX
42	HO14202	Barrier 2Pc CTF 1-1/4" Flexwear Tape Green Flange (5)	BX
43	HO14602	Barrier 2Pc CTF 1-1/4" Flexextend Green Flange (5)	BX
44	SQ125260	Barrier 2pc CTF 1-3/4" Stomahesive Flexible Flange White Tape (1)	BX
45	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	BX
46	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	EA
47	CT1607	Baza Antifungal Cream 5 oz (1)	EA
48	CT3410	Biatain 4"x4" Non-Adh Foam Dressing (10/Bx) LF	EA
49	DE00263E	Border Gauze 6"x6" (4.3"x4.3" Pad) Sterile 1's (25/Bx) LF	EA
50	CT12050	Brava Ostomy Paste W/Pectin 2 oz Sting-Free (1) LF	EA
51	CT120700	Brava Elastic Barrier Strips Curved (20/Bx) LF	BX
52	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	BX
53	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	EA
54	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	BX
55	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	EA
56	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	BX
57	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	EA
58	MT6300	Cath Ext 31MM Silicone w/Aloe Clear Advantage	EA
59	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	BX
60	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	EA
61	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	BX
62	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	EA
63	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	BX
64	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	EA
65	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	BX
66	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	EA
67	BD0102L16	Cath Foley 16Fr 5CC Coude Carson Red Latex Lubricated	EA
68	BD0102L18	Cath Foley 18Fr 5CC Coude Carson Red Latex Lubricated	EA
69	RU318116	Cath Foley 16Fr 5CC Coude PTFE Coated Latex 1 Eye	EA
70	RU318118	Cath Foley 18Fr 30CC Coude PTFE Coated Latex 1 Eye	EA
71	RU318320	Cath Foley 20Fr 30CC Coude PTFE Coated Latex 1 Eye	EA
72	BD123516	Cath Foley 16Fr 5CC Silicone Coated Latex 2 Eyes	EA
73	BD123518	Cath Foley 18Fr 5CC Silicone Coated Latex 2 Eyes	EA
74	BD123520	Cath Foley 20Fr 5CC Silicone Coated Latex 2 Eyes	EA
75	BD123522	Cath Foley 22Fr 5CC Silicone Coated Latex 2 Eyes	EA
76	BD123524	Cath Foley 24Fr 5CC Silicone Coated Latex 2 Eyes	EA
77	BD123526	Cath Foley 26Fr 5CC Silicone Coated Latex 2 Eyes	EA
78	BD123614	Cath Foley 14Fr 30CC Silicone Coated Latex 2 Eyes	EA
79	BD123616	Cath Foley 16Fr 30CC Silicone Coated Latex 2 Eyes	EA
80	BD123618	Cath Foley 18Fr 30CC Silicone Coated Latex 2 Eyes	EA
81	BD123620	Cath Foley 20Fr 30CC Silicone Coated Latex 2 Eyes	EA
82	BD123622	Cath Foley 22Fr 30CC Silicone Coated Latex 2 Eyes	EA
83	BD123624	Cath Foley 24Fr 30CC Silicone Coated Latex 2 Eyes	EA
84	BD806322	Cath Foley 22FR 30CC 100% Silicone 2 Eyes	EA
85	BD806516	Cath Foley 16FR 5CC 100% Silicone 2 Eyes	EA
86	BD806520	Cath Foley 20FR 5CC 100% Silicone 2 Eyes	EA
87	MDDYND16800	Catheter Leg Strap 1-1/2"x29" Foam (1) LF	EA
88	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	BX
89	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	EA
90	BD802414	Cath Int 14Fr Red Rubber Robinson/Nelation	EA
91	BD802416	Cath Int 16Fr Red Rubber Robinson/Nelation	EA

92	BD802418	Cath Int 18Fr Red Rubber Robinson/Nelation	EA
93	KE492058	Cath Int 16Fr PVC Male 16" Rob-Nel Latex Free	EA
94	MCK252835	Central Line Dressing Kit w/Chloraprep (1) LF	EA
95	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	BX
96	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	EA
97	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	BX
98	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	EA
99	DK8035T	Cohesive Bandage 3"x5yd Tan Non-Sterile	EA
100	JJ7025	Compression System Dynaflex Multi-Layer Kit (1)	KT
101	3M2094	Compress System 2-Layer w/Comfort Roll 4"x2.9yd, Coban	BX
102	3M2794	Compress System 2-Layer Lite w/Comfort Roll 4"x2.9yd, Coban	BX
103	DY3102	Conforming Stretch Gauze Bandage 2"x4.1yd NS (12/Bx) LF	EA
104	DY3103	Conforming Stretch Gauze Bandage 3"x4.1yd NS (12/Bx) LF	EA
105	DY3104	Conforming Stretch Gauze Bandage 4"x4.1yd NS (12/Bx) LF	EA
106	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	BX
107	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	PK
108	CT7571	Critic-Aid Clear Moisture Barrier w/Antifungal 2 oz	EA
109	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	BX
110	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	EA
111	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	BX
112	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	EA
113	KE8035	Curity 3"x10yd Unna Boot w/Calamine 12/cs	EA
114	KE8036	Curity 4"x10yd Unna Boot w/Calamine 12/cs	EA
115	CPI067216	Dakins Solution Quarter Strength 0.125% Sodium Hyp	EA
116	DE00276E	Dermadress 4"x4" (2"x2" pad) Waterproof Composite Dressing	EA
117	DE00277E	Dermadress 6"x6" (4"x4" pad) Waterproof Composite Dressing	EA
118	BD154002	Drain Bag 2000ML Single Hook w/EZ-Lok Sample Port (1) LF	EA
119	BD802001	Drain Bag 2000 ML w/Living Hinge Hanger & Plastic Clamp	EA
120	CP600909	Drain Bag 4000ML w/o Anti-Reflux w/Hook Hanger	EA
121	DK7470	Drain Sponges 4"x4" 6-Ply NonWoven Sterile 2's (2/Pk, 25Pk/Bx)	PK
122	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	BX
123	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	PK
124	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	BX
125	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	EA
126	HO506488	Dressing Contact Layer Flex 4'x5" Non-Adher	BX
127	HO506488	Dressing Contact Layer Flex 4'x5" Non-Adher	EA
128	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	BX
129	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	EA
130	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	BX
131	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	EA
132	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	BX
133	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	EA
134	SQ839002	Eakin Cohesive Skin Barrier 48MM 2" (20/Bx)	BX
135	SQ839002	Eakin Cohesive Skin Barrier 48MM 2" (20/Bx)	EA
136	MDS087004LF	Elastic Bandage Matrix 4"x5yd w/Velcro (1)	EA
137	MDS087006LF	Elastic Bandage Matrix 6"x5yd w/Velcro (1)	EA
138	SA08597	Elta Silver Wound Gel 1.5 oz Tube (1)	EA
139	FL201	Enema Sodium Phosphate Adult 4.5 oz (1) Fleet	EA
140	HO529311	Endoform Natural Dermal Template 2"x2" Dressing (10/Bx) LF	EA
141	BD150615	Ext Tubing 18" PVC w/Connector N/S (1) LF	EA
142	SC603420	Exufiber AG .8"x17.7" Gelling Fiber Dressing w/Silver (5/Bx) LF	EA
143	KE4584	Flex-Wrap 4"x5yd (1) Latex	EA

144	DK645	Fluff Bandage Roll 4.5"x4.1yd 6-Ply Sterile	EA
145	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	BX
146	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	EA
147	KE441106	Fluff Roll Gauze 4"x4yd Sterile (1) Latex Free	EA
148	KE441251	Fluff Roll Gauze 4"x4yd Non-Sterile (1) Latex Free	EA
149	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	BX
150	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	EA
151	FOL0102	Foley Anchor w/Tricot Pad for Latex/Slon Cath (25/Bx) LF	EA
152	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	BX
153	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	EA
154	DK6208	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50/Pk/Bx)	PK
155	DK6408	Gauze Sponges 4"x4" 8-Ply Sterile 2's (2/Pk, 50/Pk/Bx)	PK
156	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	BX
157	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	PK
158	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	BX
159	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	EA
160	KE441215	Gauze Sponge Dermacea 4"x4" 12-Ply (Pk/200) Latex	PK
161	KE441218	Gauze Sponge Dermacea 2"x2" 12-Ply (Pk/200) Latex	PK
162	DY2513	Gloves Nitrile Large Powder Free (N/S) (100/Bx) Latex Free	BX
163	DY2612	Gloves Vinyl Exam Medium Powder Free N/S (100/Bx)	BX
164	HYH53130	Gloves Nitrile Exam SM Sterile Pairs w/Beaded Cuff (50pr/Bx)	PR
165	HYH53131	Gloves Nitrile Exam MED Sterile Pairs w/Beaded Cuff (50pr/Bx)	PR
166	HYH55033	Gloves Vinyl Exam LG N/S Powder Free (100/Bx) LF	BX
167	HB2214	Hydrofera Blue 2"x2" Antimicrbl Foam Dressing (10/Bx) LF	EA
168	HBRS4520	Hydrofera Blue Ready 4"x5" Antimicrbl Foam Dressing (10/Bx) LF	EA
169	HBRT4050	Hydrofera Blue Ready Transfer 4"x5" Antimicrbl Foam Dressing (10/Bx) LF	EA
170	UN4209	Hypafix 2"x10yd Dressing Retention Tape (1) LF	EA
171	BD802010	Insert Tray Foley w/10CC Syringe, Lub Gloves & PVI Swab Peel	EA
172	BD802030	Insert Tray Foley w/30CC Syringe, Lub Gloves & PVI Swab Peel	EA
173	KE76012	Insert Tray Universal w/10CC Syringe Lub Gloves PVP Swabs	EA
174	KE76030	Insert Tray Universal w/10CC Syringe Lub Gloves BZK Swabs	EA
175	UN6602124014	Iodosorb Gel 10Gm Tube (1)	EA
176	UN6602125040	Iodosorb Gel 40Gm Tube (1) Latex Free	EA
177	BD802060	Irrigation Tray w/70CC Piston Syringe (1) LF	EA
178	KE67800	Irrigation Tray w/60CC Bulb Syringe Alcohol Prep	EA
179	KE68800	Irrigation Tray w/60CC Piston Syringe Alcohol Prep	EA
180	DK4071	Island Dressing 4"x5" Non-Woven Sterile (25/Bx)	EA
181	DK4073	Island Dressing 4"x10" Non-Woven Sterile (25/Bx)	EA
182	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	BX
183	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	EA
184	DY2141	Isolation Gown Fluid Resistant Yellow Universal (1)	EA
185	DY2141	Isolation Gown Fluid Resistant Yellow Universal (1)	PK
186	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	BX
187	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	PK
188	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	EA
189	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	TR
190	SI0309	Lantiseptic Skin Protectant 2.5 oz Jar (1)	EA
191	LN0311	Lantiseptic Skin Protectant 14 oz Jar (1)	EA
192	KE145514	Leg Bag Disposable 17 oz w/Twist Valve & Fabric Straps	EA
193	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	BX
194	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	EA
195	MDDYND12578	Leg Bag Disp 32 oz Large w/Twist Valve & Fabric Strap (1)	EA

196	HO78500	Lubricating Deodorant 8 oz Bottle (1) Adapt	EA	
197	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	BX	
198	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	EA	
199	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	BX	
200	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	EA	
201	HO9873	Male Urinary Pouch w/CTF Flextend Barrier (10) LF	BX	
202	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	BX	
203	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	EA	
204	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	BX	
205	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	EA	
206	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	BX	
207	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	EA	
208	DE31515	Medihoney Sterile Manuka Honey Paste 1.5 oz Tube	EA	
209	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	BX	
210	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	EA	
211	DE31815	Medihoney Gel 1.5 oz Tube (1) Sterile Leptospermum	EA	
212	3M2962	Medipore 2" Soft Cloth Tape (1) 10yd Roll Latex Free	EA	
213	3M2964	Medipore 4" Soft Cloth Tape (1) 10yd Roll Latex Free	EA	
214	SC311099	Mefix 4"x11yd Soft Cloth Dressing Retention Tape (1) LF	EA	
215	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	BX	
216	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	EA	
217	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	BX	
218	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	EA	
219	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	BX	
220	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	EA	
221	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	BX	
222	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	EA	
223	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	BX	
224	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	EA	
225	SC395390	Mepilex Border AG 4"x4" Adh Foam Dressing w/Silver (5/Bx) LF	BX	
226	SC395390	Mepilex Border AG 4"x4" Adh Foam Dressing w/Silver (5/Bx) LF	EA	
227	SC282055	Mepilex Border Sacrum 6.3"x7.9" Adh Foam Dressing (10/Bx)	EA	
228	SC282455	Mepilex Border Sacrum 8.7"x9.8" Adh Foam Dressing (10/Bx)	EA	
229	SC288100	Mepilex Heel 5"x8" Adh Foam Dressing (5/Bx) LF	EA	
230	SC294199	Mepilex 4"x4" Adh Silicone Foam Dressing (5/Bx) LF	EA	
231	SC291099	Mepitel 4"x7.2" Wound Contact Layer (10/Bx) LF	EA	
232	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	BX	
233	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	EA	
234	SQ411803	Moldable 1-3/4" Stomahesive Barrier Med 7/8"-1-1/4"	BX	
235	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	BX	
236	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	EA	
237	SQ411806	Moldable Durahesive Skin Barrier X-Large (10/Bx)	BX	
238	SQ413418	Moldable Durahesive Skin Barrier w/Flex Collar 1-3	BX	
239	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	BX	
240	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	EA	
241	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	BX	
242	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	EA	
243	DK134	Non-Adherent Pad 3"x4" Sterile 1's (100/Bx)	EA	
244	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	BX	
245	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	EA	
246	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	BX	
247	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	EA	

248	HO7300	Ostomy Belt Med 23-43" (1) LF	BX	
249	HO7300	Ostomy Belt Med 23-43" (1) LF	EA	
250	SQ25510	Ostomy Powder 1 oz Puff Bottle	EA	
251	MDNON256015	Packing Strip Iodoform 1"x5yd (1)	EA	
252	MDNON256125	Packing Strip Iodoform 1/2"x5yd (1)	EA	
253	MDNON256145	Packing Strip Iodoform 1/4"x5yd (1)	EA	
254	MDNON255015	Packing Strip Plain 1"x5yd (1)	EA	
255	MDNON255025	Packing Strip Plain 2"x5yd (1)	EA	
256	MDNON255125	Packing Strip Plain 1/2"x5yd (1)	EA	
257	MDNON255145	Packing Strip Plain 1/4"x5yd (1)	EA	
258	JR241	Paper Towels 2 Ply Multifold GP	PK	
259	MC32765000	Penlight Reusable (1)	EA	
260	MC32765000	Penlight Reusable (1)	PK	
261	CT1453	Perineal Wash 8 oz (1) No Rinse Bedside Care	EA	
262	BA4992301	Pleural Drainage Kit Blue Valve 1000 ML Bag w/Drainage	KT	
263	BA4991503	Pleural Dressing Kit – Supplies to Dress an Aspira Drain	KT	
264	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	BX	
265	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	EA	
266	CT16306	Pouch 1PC Closed CTF 3/8"-2" Scvx Opq Maxi Filtr Wndw (10)	BX	
267	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	BX	
268	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	EA	
269	SQ401513	Pouch 2pc Drain 2-1/4" Flange Transparent 12" 1 Side Comfort Panel Clamp (10)	BX	
270	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	BX	
271	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	EA	
272	SQ411362	Pouch 2pc Drain 2-3/4" Flange Transparent 12" Filter Invisiclose	BX	
273	SQ401544	Pouch 2pc Urostomy 1-3/4" Flange Trns 10" 1SCP Accuseal Tap	BX	
274	HO82400	Pouch 9" 5/8" – 2-1/8" Clsd Trans Cut-To-Fit Soffflex	BX	
275	SQ401557	Pouch Drainable High Output 1-3/4" (5)	BX	
276	SQ401557	Pouch Drainable High Output 1-3/4" (5)	EA	
277	SQ401515	Pouch Drainable 14" Transparent 4" Flange	BX	
278	SQ401515	Pouch Drainable 14" Transparent 4" Flange	EA	
279	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	BX	
280	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	EA	
281	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	BX	
282	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	EA	
283	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	BX	
284	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	EA	
285	UN66000321	Primapore 11-3/4"x4" (20/Bx)	BX	
286	UN66000321	Primapore 11-3/4"x4" (20/Bx)	EA	
287	UN66000771	Profore Lite Kit Multi-Layer Compression Bandage	KT	
288	UN66020016	Profore Kit 4-Layer Compression System (1 Kit)	KT	
289	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	BX	
290	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	EA	
291	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	BX	
292	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	EA	
293	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	BX	
294	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	EA	
295	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	EA	
296	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	PK	
297	MDMSC8644EP	Puracol Plus 4.25"x4.5" Collagen Wound Dressing	EA	
298	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing	EA	
299	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	BX	

300	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	EA
301	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	BX
302	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	EA
303	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	BX
304	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	EA
305	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	BX
306	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	EA
307	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	BX
308	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	EA
309	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	BX
310	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	EA
311	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	BX
312	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	EA
313	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	BX
314	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	EA
315	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	BX
316	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	EA
317	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	BX
318	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	EA
319	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	BX
320	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	EA
321	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	BX
322	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	EA
323	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	BX
324	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	EA
325	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	BX
326	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	EA
327	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	BX
328	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	EA
329	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	BX
330	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	EA
331	HO529974	Restore Hydrogel 3 oz Tube (1)	BX
332	HO529974	Restore Hydrogel 3 oz Tube (1)	EA
333	HO529975	Restore Wound Cleanser 8 oz (1)	BX
334	HO529975	Restore Wound Cleanser 8 oz (1)	EA
335	SC2436	Retention Bandage Tubifast Med Limbs Green 2-1/8" 33FT	BX
336	SC2438	Retention Bandage Tubifast Lrg Limbs Blue 3-1/8" 33FT	BX
337	SC2440	Retention Bandage Tubifast XL Limbs Blue 4-7/8" 33FT	BX
338	KE3332	Roll Gauze Anti-Microbial 4.5"x4.1yd (1) Kerlix	EA
339	DE00245	Saline 0.9% Irrigation Soln Spray 210ML	EA
340	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	BX
351	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	EA
352	MC25702000	Scissors Lister Bandage 5-1/2" (1)	EA
353	3M1583	Self Adherent Wrap 3"x5yd Tan (1) Contains Latex	EA
354	3M1584	Self Adherent Wrap 4"x5yd Tan (1) Contains Latex	EA
355	SAGE8900	Sharps Container Phlebotomy 1.0 Qt Red (1)	EA
356	SNS50720	Simpurity 4"x5" Alginate Dressing (10/Bx) LF	EA
357	SNS51720	Simpurity 4"x5" Antimicrbl Alginate Dressing w/Silver (10/Bx) LF	EA
358	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	BX
359	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	EA
360	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	BX
361	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	EA

362	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" – 1-3/4" (10)	BX	
363	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" – 1-3/4" (10)	EA	
364	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	BX	
365	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	EA	
366	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	BX	
367	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	EA	
368	BUR520101	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA	
369	KE1020	Sodium Chloride 0/9% 100ML Screw Top Bottle Irrigation	EA	
370	AB613822	Sodium Chloride 0.9% 250ML Pour Bottle (1) Irrigation	EA	
371	AB613803	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA	
372	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	BX	
373	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	EA	
374	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	BX	
375	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	EA	
376	BX5262	Sodium Chloride 0.9% 15 ML Unit Dose Saline Vial	EA	
377	DY4253	Specimen Container 4 oz Sterile Individually Wrapped	EA	
378	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	BX	
379	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	PK	
380	DY4522	Staple Removal Kit Tweezer Style w/Gauze Pad	KT	
381	AB613922	Sterile Water 250ML Pour Bottle (1) Irrigation	EA	
382	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	BX	
383	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	EA	
384	MC10414020	Stethoscope Spague Rappaport 22" Black (1)	EA	
385	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	BX	
386	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	EA	
387	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	BX	
388	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	EA	
389	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	BX	
390	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	EA	
391	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	BG	
392	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	EA	
393	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	BG	
394	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	EA	
395	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	BG	
396	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	EA	
397	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	BX	
398	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	EA	
399	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	BX	
400	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	EA	
401	KE441503	Stretch Bandage 6"x4Yd NS (6/Bg) LF	EA	
402	DY3112	Stretch Gauze Bandage 2"x4.1yd Sterile	EA	
403	DY3114	Stretch Gauze Bandage 4"x4.1yd Sterile	EA	
404	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	PK	
405	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	TR	
406	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	BX	
407	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	EA	
408	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	BX	
409	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	EA	
410	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	BX	
411	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	EA	
412	DY4521	Suture Removal Kit w/Littauer Scissors Metal Forceps & Gauze Sponge	EA	
413	KE67000	Syringe Irrigation 60CC Cath Tip w/Bulb (1) Latex Free	EA	

414	KE68000	Syringe Irrigation 60CC Cath Tip (1) LF	EA
415	BE302995	Syringe 10CC Luer Lok (200/Bx)	EA
416	BE306546	Syringe 10ML Prefilled Saline (1)	BX
417	BE306546	Syringe 10ML Prefilled Saline (1)	EA
418	BE309581	Syringe/Needle 3CC 25G x 1" (1) Precisionglide	EA
419	GF171335	Tape Measure 36" Paper Infant (1)	EA
420	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	BX
421	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	EA
422	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	BX
423	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	EA
424	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	BX
425	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	EA
426	DKP110	Tape Paper 1"x10yd Non-Sterile	EA
427	DKP210	Tape Paper 2"x10yd Non-Sterile	EA
428	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	BX
429	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	EA
430	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	BX
431	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	EA
432	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	BX
433	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	EA
434	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	BX
435	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	EA
436	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	BX
437	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	EA
438	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	BX
439	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	EA
440	DKT110	Tape Transparent 1"x10yd Non-Sterile (1) LF	EA
441	DKT210	Tape Transparent 2"x10yd Non-Sterile (1) LF	EA
442	3M1624W	Tegaderm 2-3/8"x2-3/4" (100) Transparent Film Dressing Frame Style	BX
443	3M1624W	Tegaderm 2-3/8"x2-3/4" (100) Transparent Film Dressing Frame Style	EA
444	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	BX
445	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	EA
446	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	BX
447	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	EA
448	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	BX
449	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	EA
450	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	BX
451	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	EA
452	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	BX
453	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	EA
454	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	BX
455	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	EA
456	SF5076	Theraputty Medium Green 4 oz	EA
457	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	BX
458	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	EA
459	CT1964	Triad Hydrophilic Paste 2.5 oz Tube (1)	EA
460	CT1967	Triad Hydrophilic Paste 6 oz Tube	EA
461	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	BX
462	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	EA
463	DY3453	Unna Boot w/Zinc 3"x10yd Roll (1)	EA
464	DY3454	Unna Boot w/Zinc 4"x10yd Roll (1)	EA
465	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	EA

466	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	PK	
467	KE413605	Vaseline Gauze Sterile 3"x9" (50)	BX	
468	KE413605	Vaseline Gauze Sterile 3"x9" (50)	EA	
469	DY1155	Vitamin A&D Ointment 4 oz Tube Flip Top Cap (1)	EA	
470	SQ401906	Wafer 6"x6" w/Flange 4" (5)	BX	
471	SQ401906	Wafer 6"x6" w/Flange 4" (5)	EA	
472	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	EA	
473	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	PK	
474	MDMSC263811	Wipes 8"x12" Flushable w/Dimethicone (24/Pk)	PK	
475	SC289700	Wound Contact Layer 6.8"x10" One Side Soft Sil Non-Adh	EA	
476	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	BX	
477	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	EA	
478	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	BX	
479	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	EA	
480	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	BX	
481	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	EA	
482	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	BX	
483	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	EA	

SCHEDULE B

MEDICARE / AGENCY WHOLESALE PRICE

	Item #	Product Description	UOM	PRICE
1	3M1583	Self Adherent Wrap 3"x5yd Tan (1) Contains Latex	EA	
2	3M1584	Self Adherent Wrap 4"x5yd Tan (1) Contains Latex	EA	
3	3M1624W	Tegaderm 2-3/8" x 2-3/4" (100) Transparent Film DRSG Frame	BX	
4	3M1624W	Tegaderm 2-3/8" x 2-3/4" (100) Transparent Film DRSG Frame	EA	
5	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	BX	
6	3M1626W	Tegaderm 4"x4-3/4" (50) Transparent Film Dressing Frame Style	EA	
7	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	BX	
8	3M1628	Tegaderm 6"x8" (10) Transparent Film Dressing Frame Style	EA	
9	3M2094	Compress System 2-Layer w/Comfort Roll 4"x2.9yd, Coban	BX	
10	3M2794	Compress System 2-Layer Lite w/Comfort Roll 4"x2.9yd, Coban	BX	
11	3M2962	Medipore 2" Soft Cloth Tape (1) 10yd Roll Latex Free	EA	
12	3M2964	Medipore 4" Soft Cloth Tape (1) 10yd Roll Latex Free	EA	
13	3M9221	Avagard D Instant Hand Antiseptic w/Moisturizers 3	EA	
14	AB613803	Sodium Chloride 0.9% 500ML Pour Bottle (1) Irrigation	EA	
15	AB613822	Sodium Chloride 0.9% 250ML Pour Bottle (1) Irrigation	EA	
16	AB613922	Sterile Water 250ML Pour Bottle (1) Irrigation	EA	
17	BD0102L16	Cath Foley 16Fr 5CC Coude Carson Red Latex Lubricated	EA	
18	BD0102L18	Cath Foley 18Fr 5CC Coude Carson Red Latex Lubricated	EA	
19	BD123516	Cath Foley 16Fr 5CC Silicone Coated Latex 2 Eyes	EA	
20	BD123518	Cath Foley 18Fr 5CC Silicone Coated Latex 2 Eyes	EA	
21	BD123520	Cath Foley 20Fr 5CC Silicone Coated Latex 2 Eyes	EA	
22	BD123522	Cath Foley 22Fr 5CC Silicone Coated Latex 2 Eyes	EA	
23	BD123524	Cath Foley 24Fr 5CC Silicone Coated Latex 2 Eyes	EA	
24	BD123526	Cath Foley 26Fr 5CC Silicone Coated Latex 2 Eyes	EA	
25	BD123614	Cath Foley 14Fr 30CC Silicone Coated Latex 2 Eyes	EA	
26	BD123616	Cath Foley 16Fr 30CC Silicone Coated Latex 2 Eyes	EA	
27	BD123618	Cath Foley 18Fr 30CC Silicone Coated Latex 2 Eyes	EA	
28	BD123620	Cath Foley 20Fr 30CC Silicone Coated Latex 2 Eyes	EA	
29	BD123622	Cath Foley 22Fr 30CC Silicone Coated Latex 2 Eyes	EA	
30	BD123624	Cath Foley 24Fr 30CC Silicone Coated Latex 2 Eyes	EA	
31	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	BX	
32	BD150102	Leg Bag Disposable 19 oz w/Rubber Cap Valve & Latex	EA	
33	BD802001	Drain Bag 200ML w/Living Hinge Hanger & Plastic	EA	
34	BD802414	Cath Int 14Fr Red Rubber Robinson/Nelation	EA	
35	BD802416	Cath Int 16Fr Red Rubber Robinson/Nelation	EA	
36	BD802418	Cath Int 18Fr Red Rubber Robinson/Nelation	EA	
37	BE306546	Syringe 10ML Prefilled Saline (1)	BX	
38	BE306546	Syringe 10ML Prefilled Saline (1)	EA	
39	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	BX	
40	BX5257	Sodium Chloride 0.9% 5ML Unit Dose Saline Vial (1)	EA	
41	CP600909	Drain Bag 4000ML w/o Anti-Reflux w/Hook Hanger	EA	
42	CPI067216	Dakins Solution Quarter Strength 0.125% Sodium Hyp	EA	
43	CT120700	Barrier Strips Curved Elastic (20/Bx) Brava Latex	BX	
44	CT1453	Perineal Wash 8 oz (1) No Rinse Bedside Care	EA	
45	CT1607	Baza Antifungal Cream 5 oz (1)	EA	
46	CT1964	Triad Hydrophilic Paste 2.5 oz Tube (1)	EA	
47	CT7571	Critic-Aid Clear Moisture Barrier w/Antifungal 2 oz	EA	

48	DE00245	Saline 0.9% Irrigation Soln Spray 210ML (1)	EA
49	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	BX
50	DE31012	Medihoney 3/4"x12" Calcium Alginate Rope (1) w/ac	EA
51	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	BX
52	DE31045	Medihoney 4"x5" (1) Calcium Alginate w/Active Man	EA
53	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	BX
54	DE31245	Medihoney Honeycolloid 4"x5" Non-Adh Dressing (1)	EA
55	DE31515	Medihoney Sterile Manuka Honey Paste 1.5 oz Tube	EA
56	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	BX
57	DE31744	Medihoney HCS Sheet 4.5"x4.5" Adhesive Hydrogel	EA
58	DE31815	Medihoney Gel 1.5 oz Tube (1) Sterile Leptospermum	EA
59	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	BX
60	DE89545	Xtrasorb 4"x5" Super Absorbent Dressing (1)	EA
61	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	BX
62	DE89569	Xtrasorb 6"x9" Super Absorbent Dressing (1)	EA
63	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	BX
64	DL240	Trachea Tube Holder Blue 1" Wide Up to 19.5" Neck	EA
65	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	BX
66	DL316	Catheter Leg Strap 2"x19-1/2" Fabric One Size Fit	EA
67	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	BX
68	DY1114	Alcohol Prep Pads Medium Sterile (100/Bx)	EA
69	DY1155	Vitamin A&D Ointment 4 oz Tube Flip Top Cap (1)	EA
70	DY1173	Bacitracin Zinc Ointment 1 oz Tube (1)	EA
71	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	BX
72	DY1250	Lubricating Jelly 2.7Gr Sterile Packet (144/Bx)	EA
73	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	BX
74	DY1254	Lubricating Jelly 4 oz Sterile Flip Top (1)	EA
75	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	EA
76	DY2141	Isolation Gown Fluid Resistent Yellow Universal (1)	PK
77	DY2513	Gloves Nitrile Large Powder Free (N/S) (100/Bx) Latex Free	BX
78	DY2612	Gloves Vinyl Exam Medium Powder Free N/S (100/Bx)	BX
79	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	BX
80	DY3423	Non-Adherent Dressing 2"x3" Sterile No Adhesive (1)	EA
81	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	BX
82	DY3424	Non-Adherent Gauze Pads 3"x4" Sterile (1)	EA
83	DY3453	Unna Boot w/Zinc 3"x10yd Roll (1)	EA
84	DY3454	Unna Boot w/Zinc 4"x10yd Roll (1)	EA
85	FL201	Enema Sodium Phosphate Adult 4.5 oz (1) Fleet	EA
86	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	BX
87	FOL0100	Foley Foam Anchor Pd for SLCN Cath (25/Bx) LF	EA
88	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	EA
89	FQPF513	Prot Underwear (18/Pk) Lrg 44-58" Mod to Heavy Absorb	PK
90	GF171335	Tape Measure 36" Paper Infant (1)	EA
91	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	BX
92	HO18373	Closed Pouch 2-1/4" Filter, Beige (60/Bx)	EA
93	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	BX
94	HO506488	Dressing Contact Layer Flex 4"x5" Non-Adher	EA
95	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	BX
96	HO509341	Restore Wound Contact Layer w/Silver 4"x5" (10/Bx)	EA
97	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	BX
98	HO509381	Restore Foam Dressing 4"x4" w/o Border Triact Advance	EA
99	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	BX

100	HO509382	Restore Foam Dressing 6"x6" w/o Border Triact Advance	EA
101	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	BX
102	HO509387	Restore Foam Dressing 4"x4" w/Border 2"x2" Pad Triact Advance	EA
103	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	BX
104	HO509388	Restore Foam Dressing 6"x6" w/Border Triact Advance	EA
105	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	BX
106	HO509389	Restore Foam Border Dressing 6"x8" Triact Advance	EA
107	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	BX
108	HO519921	Restore 4"x4" XThin Hydrocolloid Dressing (1)	EA
109	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	BX
110	HO519923	Restore 6"x8" XThin Hydrocolloid Dressing (1)	EA
111	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	BX
112	HO519953	Restore 4"x4" Hydrocolloid Wound Dressing (1)	EA
113	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	BX
114	HO519963	Restore Plus 6"x6" (1) Hydrocolloid w/Tapered Edge	EA
115	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	BX
116	HO529937	Restore 4"x4" (1) Calcium Alginate Dressing	EA
117	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	BX
118	HO529938	Restore 2"x2" (1) Calcium Alginate Dressing	EA
119	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	BX
120	HO529940	Restore 12" Rope (1) Calcium Alginate Dressing	EA
121	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	BX
122	HO529967	Restore Calcium Alginate w/Silver 2"x2" (1)	EA
123	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	BX
124	HO529968	Restore Calcium Alginate w/Silver 4"x4.75" (1)	EA
125	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	BX
126	HO529969	Restore 1"x12" Rope (1) Calcium Alginate w/Silver	EA
127	HO529974	Restore Hydrogel 3 oz Tube (1)	BX
128	HO529974	Restore Hydrogel 3 oz Tube (1)	EA
129	HO529975	Restore Wound Cleanser 8 oz (1)	BX
130	HO529975	Restore Wound Cleanser 8 oz (1)	EA
131	HO7300	Ostomy Belt Med 23-43" (1) LF	BX
132	HO7300	Ostomy Belt Med 23-43" (1) LF	EA
133	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	BX
134	HO7805N	Adapt Skin Barrier Rings 2" OD (10/Bx)	EA
135	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	BX
136	HO7806N	Adapt Skin Barrier Rings 4" OD (10/Bx)	EA
137	HO78500	Lubricating Deodorant 8 oz Bottle (1) Adapt	EA
138	HO7906	Adapt Stoma Powder 1 oz	EA
139	HO79300	Adapt Ostomy Paste 2 oz Tube (1)	EA
140	HO82400	Pch 9" 5/8" - 2-1/8" Clsd Trans Cut-To-Fit Softflex	BX
141	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	BX
142	JJ2013	Adaptic 3"x8" Wnd Dressing Str 3 Pk/Env (36) Latex Free	PK
143	JJ7025	Compression System Dynaflex Multi-Layer Kit (1)	KT
144	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	BX
145	JJMA028	Promogran Prisma 4.34 Sq In Matrix Dressing w/Silver	EA
146	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	BX
147	JJMA123	Promogran Prisma 19.1 Sq In Matrix Dressing w/Silver	EA
148	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	BX
149	JJPG004	Promogran 4.34 Sq In Matrix Dressing (10/Bx) LF	EA
150	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	BX
151	JO54452	Tube Holder Multi-Purpose 2.5" Long Tab 3"x1.75"	EA

152	JR241	Paper Towels 2 Ply Multifold GP	PK	
153	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	BX	
154	KE10000	Sterile Water 100ML Screw Top Bottle Irrigation	EA	
155	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	BX	
156	KE1020	Sodium Chloride 0.9% 100ML Screw Top Bottle Irrigation	EA	
157	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	BX	
158	KE1238	Telfa Dressing Str, 3"x8" (50) w/o Adhesive, Latex Free	EA	
159	KE145514	Leg Bag Disp 17 oz w/Twist Valve & Fabric Straps	EA	
160	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	BX	
161	KE1914C	Tape Paper 1"x10yd (1) Hypoallergenic Latex Free	EA	
162	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	BX	
163	KE1961	Telfa Pad 2"x3" Str (100) w/o Adhesive Pkg Wrapper Co	EA	
164	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	BX	
165	KE2132	Telfa Pad 3"x4" St (100) w/o Adhesive Pkg Wrapper Cont	EA	
166	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	BX	
167	KE2419C	Tape Paper 2"x10yd (1) Hypoallergenic Latex Free	EA	
168	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	EA	
169	KE2585	Kerlix Super Sponges Medium Sterile 2's (20x2/Tr)	TR	
170	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	EA	
171	KE3175	Webril Undercast Padding 4"x4yd Non-Sterile (12/ea	PK	
172	KE3332	Roll Gauze Anti-Microbial 4.5"x4.1yd (1) Kerlix	EA	
173	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	BX	
174	KE3394C	Tape Paper 3"x10yd (4) Hypoallergenic Latex Free	EA	
175	KE413605	Vaseline Gauze Sterile 3"x9" (50)	BX	
176	KE413605	Vaseline Gauze Sterile 3"x9" (50)	EA	
177	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	BX	
178	KE433400	Xeroform Wound Dressing 2"x2" (25) Latex Free	EA	
179	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	BX	
180	KE433605	Xeroform Gauze Str 5"x9" (50) Latex Free	EA	
181	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	BX	
182	KE441001	Gauze Sponge 4"x4" 8-Ply Sterile 2's (2/Pk) Latex	PK	
183	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	BX	
184	KE441100	Fluff Roll Gauze 2.25"x3yd Sterile (1) Latex Free	EA	
185	KE441106	Fluff Roll Gauze 4"x4yd Sterile (1) Latex Free	EA	
186	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	PK	
187	KE441201	Super Sponges 6"x6.75" Medium Sterile (2/Pk) Lat	KT	
188	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	BX	
189	KE441211	Gauze Sponges 2"x2" 8-Ply Sterile 2's (2/Pk, 50Pk)	PK	
190	KE441215	Gauze Sponge Dermacea 4"x4" 12-Ply (Pk/200) Latex	PK	
191	KE441218	Gauze Sponge Dermacea 2"x2" 12-Ply (Pk/200) Latex	PK	
192	KE441251	Fluff Roll Gauze 4"x4yd Non-Sterile (1) Latex Free	EA	
193	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	BX	
194	KE441405	Sponge 4"x4" 6-Ply Non-Woven Sterile 2's (2/Pk 25)	PK	
195	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	BX	
196	KE441407	Drain Sponge 4"x4" Sterile 2's (2/Pk 25Pk/Bx) LF	PK	
197	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	BX	
198	KE441408	IV Sponge 2"x2" Sterile 2's (2/Pk 35Pk/Bx) LF	PK	
199	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	BG	
200	KE441500	Stretch Bandage 2"x4yd Non-Sterile (1) Latex Free	EA	
201	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	BG	
202	KE441501	Stretch Bandage 3"x4yd Non-Sterile (1) Latex Free	EA	
203	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	BG	

204	KE441502	Stretch Bandage 4"x4yd Non-Sterile (1) Latex Free	EA
205	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	BX
206	KE441505	Stretch Bandage 3"x4.1yd Sterile (1) Latex Free	EA
207	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	BX
208	KE441506	Stretch Bandage 4"x4.1yd Sterile (12/Bx)	EA
209	KE4584	Flex-Wrap 4"x5yd (1) Latex	EA
210	KE492058	Cath Int 16Fr PVC Male 16" Rob-Nel Latex Free	EA
211	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	BX
212	KE541400	Cotton Tipped Applicators 6" Sterile 2's Wood Shaft (2/Pk)	PK
213	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	BX
214	KE6112	Curity 3"x3" Oil Emulsion Non-Adhesive Dressing (50/Bx)	EA
215	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	BX
216	KE6113	Curity 3"x8" Oil Emulsion Non-Adhesive Dressing (24/Bx)	EA
217	KE6196D	ABD Pad 5"x9" Non-Sterile – Latex Free	EA
218	KE6198D	ABD Pad 8"x10" Non-Sterile – Latex Free	EA
219	KE66200	Suture Removal Ki w/Littauer Scissors Metal Force	EA
220	KE66700	Staple Removal Kit Tweezer Style w/Gauze Pad	EA
221	KE67000	Syringe Irrig 60CC Cath Tip w/Bulb (1) Latex Free	EA
222	KE67800	Irrigation Tray w/60CC Bulb Syringe Alcohol Prep	EA
223	KE68000	Syringe Irrigation 60CC Cath Tip (1) LF	EA
224	KE68800	Irrigation Tray w/60CC Piston Syringe Alcohol Prep	EA
225	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	BX
226	KE7138C	Tape, Cloth 1"x 10yd, Hypoallergenic (1) Latex Free	EA
227	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	BX
228	KE7139C	Tape, Cloth 2"x 10yd, Hypoallergenic (1) Latex Free	EA
229	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	BX
230	KE7140C	Tape, Cloth 3"x 10yd, Hypoallergenic (1) Latex Free	EA
231	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	EA
232	KE7174D	Underpad 150/cs 23"x36" Moderate Absorbency Fluff	PK
233	KE7196D	ABD Pad 5"x9" Sterile Latex Free	BX
234	KE7196D	ABD Pad 5"x9" Sterile Latex Free	EA
235	KE7198D	ABD Pad 8"x10" Sterile Latex Free	BX
236	KE7198D	ABD Pad 8"x10" Sterile Latex Free	EA
237	KE731900	Ext Tubing PVC 18" w/Connector Non-Sterile (1)	EA
238	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	BX
239	KE7539	Non Sterile Telpha Pad 2"x3-3/34" Island Dressing 50/bx	EA
240	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	BX
241	KE7540	Island Dressing 4"x5" Sterile 1's (25) Telfa	EA
242	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	BX
243	KE7541	Telfa Pad 4"x8" Str Island Dressing Adh (25)	EA
244	KE76012	Insert Tray Universal w/10CC Syringe Lub Gloves PVP Swabs	EA
245	KE76030	Insert Tray Universal w/10CC Syringe Lub Gloves BZK Swabs	EA
246	KE8035	Curity 3"x10yd Unna Boot w/Calamine 12/cs	EA
247	KE8036	Curity 4"x10yd Unna Boot w/Calamine 12/cs	EA
248	KE8190A	ABD Pad 5"x9" Non-Sterile Latex Free	EA
249	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	BX
250	KE8534C	Tape, Plastic 1"x10yd, Transparent, Hypoallergenic	EA
251	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	BX
252	KE8535C	Tape, Plastic 2"x10yd, Transparent, Hypoallergenic	EA
253	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	BX
254	KE8536C	Tape, Plastic 3"x10yd, Transparent, Hypoallergenic	EA
255	LN0309	Lantiseptic Skin Protectant 2.5 oz Jar (1)	EA

256	LN0311	Lantiseptic Skin Protectant 14 oz Jar (1)	EA
257	MC01140011	Aneroid Sphygmomanometer Adult Cuff Blue Nylon (1)	EA
258	MC10414020	Stethoscope Spague Rappaport 22" Black (1)	EA
259	MC25702000	Scissors Lister Bandage 5-1/2" (1)	EA
260	MC32765000	Penlight Reusable (1)	EA
261	MC32765000	Penlight Reusable (1)	PK
262	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	BX
263	MDMSC1505	Skin Prep No Sting Wipes (50/bx)	EA
264	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	BX
265	MDMSC2206	Suresite Matrix 6"x8" Transparent Film (1)	EA
266	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	BX
267	MDMSC2302	Suresite Window 2-3/8"x2-3/4" Transparent Film (1)	EA
268	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	BX
269	MDMSC2304	Suresite Window 4"x4.5" Transparent Film (1)	EA
270	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	BX
271	MDMSC3044	Stratasob 4"x4" (2"x2" pad) Composite Dressing (1)	EA
272	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	BX
273	MDMSC3066	Stratasob 6"x6" (4"x4" pad) Composite Dressing (1)	EA
274	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	BX
275	MDMSC3068	Stratasob 6"x7.5" (4"x6" pad) Composite Dressing (1)	EA
276	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	BX
277	MDNON24274W	Apron Poly 28"x46" White Individually Wrapped (50)	EA
278	MDNON255015	Packing Strip Plain 1"x5yd (1)	EA
279	MDNON255025	Packing Strip Plain 2"x5yd (1)	EA
280	MDNON255125	Packing Strip Plain 1/2"x5yd (1)	EA
281	MDNON255145	Packing Strip Plain 1/4"x5yd (1)	EA
282	MDNON256015	Packing Strip Iodoform 1"x5yd (1)	EA
283	MDNON256125	Packing Strip Iodoform 1/2"x5yd (1)	EA
284	MDNON256145	Packing Strip Iodoform 1/4"x5yd (1)	EA
285	MDS087004LF	Elastic Bandage Matrix 4"x5yd w/Velcro (1)	EA
286	MDS087006LF	Elastic Bandage Matrix 6"x5yd w/Velcro (1)	EA
287	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	BX
288	MT6100	Cath Ext 23MM Silicone w/Aloe Clear Advantage	EA
289	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	BX
290	MT614	Cath Coude 14Fr Male 16" Tapered Tip Self-Cath	EA
291	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	BX
292	MT6200	Cath Ext 28MM Silicone w/Aloe Clear Advantage	EA
293	MT6300	Cath Ext 31MM Silicone w/Aloe Clear Advantage	EA
294	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	BX
295	MT8100	Cath Ext 23MM Latex Self Adhering Extended Wear	EA
296	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	BX
297	MT8200	Cath Ext 28MM Latex Self Adhering Freedom Cath	EA
298	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	BX
299	MT8205	Cath Ext 31MM Latex Self Adhering Freedom Cath	EA
300	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	BX
301	MT8400	Cath Ext 35MM Latex Self Adhering Freedom Cath	EA
302	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	BX
303	SA00303	Drawtex 6"x8" (1) Hydroconductive Dressing w/LevaFiber	EA
304	SA08597	Elta Silver Wound Gel 1.5 oz Tube (1)	EA
305	SAGE8900	Sharps Container Phlebotomy 1.0 Qt Red (1)	EA
306	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	BX
307	SC282000	Foam Dressing 7.2"x7.2" Sacrum Self-Adherent Soft	EA

308	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	BX	
309	SC294090	Mepilex 4"x5" Foam Dressing Soft Silicone w/Safetac	EA	
310	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	BX	
311	SC295200	Mepilex Border 3"x3" w/ 2"x2" Foam Pad, (1) (5/Bx)	EA	
312	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	BX	
313	SC295300	Mepilex Border 4"x4" w/ 3"x3" Foam Pad, (1) (5/Bx)	EA	
314	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	BX	
315	SC295400	Mepilex Border 6"x6" w/ 4.25"x4.25" Foam Pad, (5/Bx)	EA	
316	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	BX	
317	SC395290	Mepilex Border AG 3"x3" Adh Foam Dressing w/Silver	EA	
318	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	BX	
319	SNS80744	Skin Barrier Wipes No Sting (100/Bx) Safe N Simple	EA	
320	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	BX	
321	SQ125266	Barrier 2pc CTF 2-3/4" Flange Stomahesive 5"x5" Tan w/Tape	EA	
322	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	BX	
323	SQ187658	Duoderm CGF 4"x4" (20/bx) Hydrocolloid Dressing	EA	
324	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	BX	
325	SQ187660	Duoderm CGF 4"x4" (5/bx) Hydrocolloid Dressing	EA	
326	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	BX	
327	SQ187955	Duoderm XThin 4"x4" (10/Bx) Hydrocolloid Dressing	EA	
328	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	BX	
329	SQ22771	Pouch 1pc Drain CTF 3/4"-2-1/2" Stomahesive Tape Transparent 12"	EA	
330	SQ324908	Aloe Vesta Protective Ointment 8 oz Tube (1)	EA	
331	SQ401515	Pouch Drainable 14" Transparent 4" Flange	BX	
332	SQ401515	Pouch Drainable 14" Transparent 4" Flange	EA	
333	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	BX	
334	SQ401526	Pouch Closed w/Filter 1-3/4" Flange Opaque (30) Surfit	EA	
335	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	BX	
336	SQ401544	Accu Urostomy Pouch 1-3/4" Std Trnp (10) Sur-Fit Natura	EA	
337	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	BX	
338	SQ401545	Accu Urostomy Pouch 2-1/4" Std Trnp (10) Sur-Fit Natura	EA	
339	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	BX	
340	SQ401546	Accu Urostomy Pouch 2-3/4" Std Trnp (10) Sur-Fit Natura	EA	
351	SQ401557	Pouch Drainable High Output 1-3/4" (5)	BX	
352	SQ401557	Pouch Drainable High Output 1-3/4" (5)	EA	
353	SQ401906	Wafer 6"x6" w/Flange 4" (5)	BX	
354	SQ401906	Wafer 6"x6" w/Flange 4" (5)	EA	
355	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	BX	
356	SQ403771	Aquacel AG Ribbon .75"x18" (1) w/Strengthening Fiber	EA	
357	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	BX	
358	SQ404593	Skin Barrier Moldable Convex Medium 7/8" - 1-1/4" (10)	EA	
359	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" - 1-3/4" (10)	BX	
360	SQ404594	Skin Barrier Moldable Convex Large 1-1/4" - 1-3/4" (10)	EA	
361	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	BX	
362	SQ411360	Pouch 2pc Drain 1-3/4" Flange Transparent 12" Filter Invisiclose	EA	
363	SQ411362	Pouch 2pc Drain 2-3/4" Flange Transparent 12" Filter Invisiclose	BX	
364	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	BX	
365	SQ411802	Moldable Durahesive Skin Barrier Medium (10/Bx)	EA	
366	SQ411803	Moldable 1-3/4" Stomahesive Barrier Med 7/8"-1-1/4"	BX	
367	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	BX	
368	SQ411804	Moldable Durahesive Skin Barrier Large (10/Bx)	EA	
369	SQ411806	Moldable Durahesive Skin Barrier X-Large (10/Bx)	BX	

370	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	BX
371	SQ413174	Closed End Pouch Flange 1-3/4" Opaque (60) w/Filter	EA
372	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	BX
373	SQ413180	Skin Barrier Convex 7/8" w/ 1-3/4" Flange (10)	EA
374	SQ413418	Moldable Durahesive Skin Barrier w/Flex Collar 1-3	BX
375	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	BX
376	SQ420674	Aquacel Extra 4"x5" (1) Hydrofiber Dressing	EA
377	SQ839002	Eakin Cohesive Skin 48MM 2" (20/Bx)	BX
378	SQ839002	Eakin Cohesive Skin 48MM 2" (20/Bx)	EA
379	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	BX
380	UN20381	Acticoat Absorbent 4"x5" (1) Antimicrobial Alginate	EA
381	UN4209	Hypafix 2"x10yd Dressing Retention Tape (1) LF	EA
382	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	BX
383	UN66000317	Primapore Adhesive 4"x3-1/8" (1) Wound Dressing	EA
384	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	BX
385	UN66000318	Primapore Adhesive 6"x3-1/8" (1) Wound Dressing	EA
386	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	BX
387	UN66000319	Post-Op Dressing 8"x4" W/Adhesive Border Sterile 1's (20/Bx)	EA
388	UN66000321	Primapore 11-3/4"x4" (20/Bx)	BX
389	UN66000321	Primapore 11-3/4"x4" (20/Bx)	EA
390	UN66000771	Profore Lite Kit Multi-Layer Compression Bandage	KT
391	UN66020016	Profore Kit 4-Layer Compression System (1 Kit)	KT
392	UN6602124014	Iodosorb Gel 10Gm Tube (1)	EA
393	UN6602125040	Iodosorb Gel 40Gm Tube (1) Latex Free	EA
394	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	BX
395	UN66024631	Opsite Flexigrd 6"x8" (10) Transparent Film Dressing	EA
396	UN66927637	Allevyn 4"x4" (10) Foam Dressing	BX
397	UN66927637	Allevyn 4"x4" (10) Foam Dressing	EA
398	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	BX
399	WIA13090	Saline 0.9% 30ML Single Dose Sterile (1)	EA

ADDITIONAL SUPPLY ITEMS MAY BE ADDED AS NEEDED AT A _____% DISCOUNT FROM MANUFACTURER'S PRICE.

Payment will be made after receipt of products and within 30 days of receipt of invoice for same. If there is a discrepancy on the invoice amount with the awarded amount, payment will be delayed.

DATE: _____

AUTHORIZED SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

SOCIAL SECURITY/FEDERAL ID#: _____

EMAIL: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____, 20__

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned’s knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: _____
(print full legal name)

Date Signed: _____ Signature: _____

Name of Person Signing Certificate: _____
(print full legal name of signer)

Bidder is (check one): an individual, a limited liability partnership, a limited liability company,
 other entity (specify): _____

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came _____
_____ to me known, and known to me to be the _____
of the Corporation described in and which executed the within instrument, who being duly sworn did depose
and say that he, the said _____ reside at _____ and
that he is _____ of said corporation and knows the corporate seal of the said
corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by
order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be the same
person described in and who executed the within instrument and he duly acknowledged to me that he executed
the same for the purpose herein mentioned and, if operating under and trade name, that the certificate required
by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Essex
County.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be a member of the firm of and
the person described in, and who executed the within instrument in behalf of said firm for the purposes herein
mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been
filed with the County Clerk of Essex County.

Notary Public