



**CONTRACT NO. MA-042-18010028**

**FOR**

**MEDICAL SUPPLIES**

**BETWEEN**

**THE COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**AND**

**~~MCKESSON MEDICAL SURGICAL INC.~~ MCKESSON  
MEDICAL-SURGICAL GOVERNMENT SOLUTIONS, LLC**

Page No.

**TABLE OF CONTENTS**

Table of Contents.....2

Recitals..... 3

**ARTICLES**

General Terms and Conditions (A – CC) ..... 3

Additional Terms and Conditions (1 – 34)..... 10

Signature Page ..... 19

**ATTACHMENTS**

Attachment A – Scope of Work..... 20

Attachment B – Compensation and Invoicing ..... 21

Attachment C – Cost Summary/Pricing ..... 23

## Attachment C

MA-042-18010028

With

~~MCKESSON MEDICAL-SURGICAL INC.~~ MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS, LLC

For

MEDICAL SUPPLIES

This Contract MA-042-18010028 for Medical Supplies (hereinafter referred to as "Contract") is made and entered into this 1<sup>st</sup> day of September, 2017 or upon fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County ~~and McKesson Medical Surgical Inc.~~ Mckesson Medical-Surgical Government Solutions, LLC with a place of business at 2800 E. Philadelphia St, Ontario CA, 91761 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

### ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Payment/Compensation  
Attachment C – Cost Summary/Pricing  
Attachment D - Certification regarding Anti-Lobbying

### RECITALS

**WHEREAS**, Contractor and County are entering into this Contract for Medical Supplies under a firm fixed fee Contract; and

**WHEREAS**, County solicited Contract for Medical Supplies as set forth herein, and Contractor represented that it is qualified to provide Medical Supplies to the County as further set forth here; and

**WHEREAS**, Contractor agrees to provide Medical Supplies to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the Schedule of fees set forth in Cost Summary/Pricing, attached hereto as Attachment C; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

### DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

### ARTICLES

#### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software

as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability \$2,000,000 aggregate	\$1,000,000 per occurrence
Automobile Liability including coverage for owned, non-owned and hired vehicles (Not required if a third party carrier is making deliveries.)	\$1,000,000 per occurrence

Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT..**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

*(Not required if a third party carrier is making deliveries.)*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.



- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Medical Supplies from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on ~~September 1, 2017~~ **September 1, 2021** through and including ~~August 31, 2018~~ **August 31, 2022**, or upon execution of all necessary signatures and continue for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** **Non-renewable** This Contract may be renewed by mutual written agreement of both Parties for Four (4) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans

with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.
20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying

actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
  22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number
  23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the

County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	McKesson Medical-Surgical Inc.
	Attention:	Greg Reed
	Address:	2800 E. Philadelphia St,

	Telephone:	Ontario, CA 91761 1800-933-4633 x58553
	E-mail:	<a href="mailto:Greg.reed@Mckesson.com">Greg.reed@Mckesson.com</a>
For County:	Name:	County of Orange HCA/Purchasing
	Attention:	Albert Diaz
	Address:	200 W. Santa Ana Blvd Ste. 650 Santa Ana, CA 92701
	Telephone:	(714) 834-3058
	E-mail:	<a href="mailto:adiaz@ochca.com">adiaz@ochca.com</a>
CC:	Name:	Correctional Health Services/HCA
	Attention:	Patti Wang
	Address:	550 N. Flower St. Santa Ana, CA 92703
	Telephone:	714-647-6147
	E-mail:	<a href="mailto:Pwang@ochca.com">Pwang@ochca.com</a>

27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
28. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
31. **Security:**

**Background checks:** All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a jail facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five (5) County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's project manager upon request and will



be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need to give a reason clearance is denied.

**Performance Requirements:** All Contractors' vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or the escort in the jail facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates/detainees in the facilities.

**Contractor's employees shall not:**

- A. Give names or addresses to inmates/detainers;
- B. Receive any names or addresses from inmates/detainees (including materials to be passed to another individual or inmate/detainee);
- C. Disclose the identity of any inmate/detainee to anyone outside the facility;
- D. Give any materials to inmates/detainees; or
- E. Receive any materials from inmates/detainees (including materials to be passed to another individual or inmate/detainee).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

**Contractor's personnel shall:**

- A. Comply with the written schedule provided by the County, which shall clearly show the specific start and end times for each workday;
- B. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time; and
- C. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

32. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily

excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

33. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
34. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.

35. **Contract Work Hours And Safety Standards Act:**

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **36. Clean Air Act And The Federal Water Pollution Control Act:**

#### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### **37. Suspension and Debarment:**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### **38. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment D.”

**39. Procurement of Recovered Materials:**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**40. Access To Records:**

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United State

**41. Department of Homeland Security (DHS) Seal, Logo, And Flags:**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**42. Compliance with Federal Law, Regulations, And Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**43. No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**44. Program Fraud and False Or Fraudulent Statements Or Related Acts:**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

**(Signature Page Follows)**

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**Contractor's name: ~~McKesson Medical Surgical Inc.~~ MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS, LLC**

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

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

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

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

If the company is a corporation **two signatures are required: one signature by the Chairman of the Board, President, or any Vice President; and one signature by the Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.** If signed by one authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required.

\*\*\*\*\*

**County of Orange, a political subdivision of the State of California**

\_\_\_\_\_  
Print Name Deputy Purchasing Agent  
Title

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

## **ATTACHMENT A SCOPE OF WORK**

### **BACKGROUND**

The County of Orange Health Care Agency provides health services to many populations in a variety of different settings. Both medical supplies and miscellaneous like items are needed to provide these services effectively and efficiently.

### **SCOPE**

Contractor must provide a wide range of medical supplies and equipment to various County locations within Orange County, California.

Contractor must be able to accommodate electronic/online order placement.

Contractor must be able to deliver all in-stock orders within 48-72 hours of requisition.

Contractor must have a website where programs can check products/commodities prior to ordering.

Contractor must have a return policy allowing for full credit return on all damaged, defective, and incorrect items or County overstock, provided the expiration date has not been reached or within six (6) months of delivery.

Contractor must guarantee availability of non-stock items within two (2) weeks of order date.

Miscellaneous medical supplies and minor medical equipment with a not to exceed amount of \$3,000 per unit may be purchase against this contract.

### **DELIVERY SCHEDULE**

Contractor must be capable of delivering supplies Monday through Saturday. Delivery schedules will vary by delivery locations.

### **ACCEPTANCE**

Packing slips will be verified at each delivery location. Items not shipped will not be authorized for payment.

### **DOCUMENTATION**

Contractor must be capable of providing reports of items delivered, including cost, by periods of time (monthly, annually, etc.) and/or by delivery address.

### **CUSTOMER-SUPPORT/TECHNICAL SERVICE**

Contractor must have customer support available Monday through Saturday, 8:00 a.m. to 5:00 p.m.

Contractor must have a sales representative or customer service representative assigned specifically to this contract to assist with technical questions, assist with special orders or problems, etc.

### **SPECIAL REQUIREMENTS**

## Attachment C

Several delivery locations are secure locations (Orange County Jails, Juvenile Hall). Contractor must have delivery staff with security background clearance. Deliveries to the jails shall be done between 8:00 a.m. to 12:00 p.m. only.



**ATTACHMENT B  
COMPENSATION AND INVOICING**

**I. COMPENSATION**

This is a fixed-price contract not to exceed the amount of ~~\$950,000~~ ~~\$950,000~~ ~~\$950,000~~ ~~\$950,000~~ ~~\$950,000~~, between County and Contractor for Medical Supplies as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the Scope of Work, set forth more fully in Attachment A.

**II. PAYMENT TERMS**

Invoices are to be submitted in arrears to the address listed below. Payment of invoices will be net thirty (30) days after the receipt of an acceptable invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Project Manager and is subject to routine processing requirements of County. Invoices will not be paid if goods/services have not been appropriately delivered as determined by County Project Manager.

Billing shall cover only those services not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods and/or services not provided or when goods and/or services do not meet the Contract requirements.

Payment made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

**III. PAYMENT (ELECTRONIC FUNDS TRANSFER) - INVOICING INSTRUCTIONS**

County offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the Contract.

1. Invoices and all supporting documentation shall be submitted to:

HEALTH CARE AGENCY: ACCOUNTS PAYABLE  
P.O. BOX 689  
SANTA ANA, CA 92702-0689

- 2 Contractor shall provide a two-part invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Remittance Address, if different from a, above
- c. Contractor's Tax Identification Number(TIN) or Employer's Identification Number (EIN)
- d. Name of County Agency
- e. Delivery/Service Address
- f. Master Agreement Number **MA-042-18010028**
- g. Description of Services;

- h. Sales Tax, if applicable
- i. Freight/Delivery Charges, if applicable
- j. Date(s) of Performance of Service
- k. Amount of Payment Requested

The responsibility for providing acceptable invoice(s) to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned.

**ATTACHMENT C  
COST SUMMARY/PRICING**

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE PER ITEM	EXTENDED COST
1	3M HEALTHCARE	202636	SUPPORTER, ATHLETIC ADULT LARGE	1-EACH	EA	61 \$ 4.98	\$ 303.78
2	3M HEALTHCARE	202549	SUPPORTER, ATHLETIC ADULT MEDIUM	1-EACH	EA	153 \$ 4.98	\$ 761.94
3	3M HEALTHCARE	202460	SUPPORTER, ATHLETIC ADULT SMALL	1-EACH	EA	56 \$ 4.98	\$ 278.88
4	APLICARE INC.	82-255	SOULUTION, PVP PREP 4 OZ.	1-EACH	EA	172 \$ 0.88	\$ 151.36
5	B. BRAUN MEDICAL	4251644-02	CATHETER, INTROCAN SAF-PUR 20GX1 1/4"	1-EACH	EA	300 \$ 1.75	\$ 525.00
6	B. BRAUN MEDICAL	L8001	SOD. CHL., IV SOL. 0.9% 500ML	1-EACH	EA	216 \$ 1.50	\$ 324.00
7	B. BRAUN MEDICAL	R5000-01	WATER STR, IRR SOL 1000 ML BTL.	1-EACH	EA	320 \$ 1.55	\$ 496.00
8	BAXTER HEALTHCARE	2H8401	SOLUTION SET, N/DEHP 10 DPM 76"	1-EACH	EA	334 \$ 4.56	\$ 1,523.04
9	BECTON DICKINSON	367344	COLLECTION SET, BLD SFTY PSH BTN 21G X .75"	50/BOX	BX	196 \$ 64.43	\$ 12,628.28
10	BECTON DICKINSON	367342	COLLECTION SET, BLD SFTY PSH BTN 23G X .75"	50/BOX	BX	136 \$ 64.43	\$ 8,762.48
11	BECTON DICKINSON	367341	COLLECTION SET, BLD SFTY PSH BTN 25G X .75"	50/BOX	BX	5 \$ 64.43	\$ 322.15
12	BECTON DICKINSON	305487	CONTAINER, SHARPS 1.5 QT.	1-EACH	EA	2808 \$ 1.07	\$ 3,004.56
13	BECTON DICKINSON	305551	CONTAINER, SHARPS CIR 5.4 QT	1-EACH	EA	140 \$ 2.62	\$ 366.80
14	BECTON DICKINSON	305344	CONTAINER, SHARPS FUNNEL TOP RED 8 QT	1-EACH	EA	163 \$ 2.51	\$ 409.13
15	BECTON DICKINSON	305464	CONTAINER, SHARPS NESTABLE 14 QT.	1-EACH	EA	720 \$ 3.53	\$ 2,541.60
16	BECTON DICKINSON	305517	CONTAINER, SHARPS NXT GEN RED 5.4 QT	1-EACH	EA	120 \$ 2.65	\$ 318.00
17	BECTON DICKINSON	364815	HOLDER, TUBE ONE-USE NON-STACKABLE	250/BAG	BG	76 \$ 6.48	\$ 492.48
18	BECTON DICKINSON	305310	NEEDLE, INTEGRA 25G X 5/8" RETRACTING	100/BOX	BX	30 \$ 15.62	\$ 468.60
19	BECTON DICKINSON	305916	NEEDLE, SAFETYGLIDE 25G X 1"	50/BOX	BX	165 \$ 11.19	\$ 1,846.35
20	BECTON DICKINSON	305901	NEEDLE, SAFETYGLIDE 25G X 5/8"	50/BOX	BX	20 \$ 11.19	\$ 223.80
21	BECTON DICKINSON	305270	SYRINGE/NDL, INTEGRA 3CC 25G X 1"	100/BOX	BX	254 \$ 39.57	\$ 10,050.78

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE-PER ITEM	EXTENDED COST
22	BECTON-DICKINSON	305932	SYRINGE/NDL, SAFETY GLIDE INSUL. 1/2CC 29g X 1/2"	100/BOX BX	20	\$ 30.40	\$ 608.00
23	BECTON-DICKINSON	367988	TUBE, SST PLUS 8.5 ML	100/BOX BX	114	\$ 16.63	\$ 1,895.82
24	BUSSE HOSPITAL DISPOSABLES	726	SUTURE REMOVAL TRAY, LITT. SCISSORS	1-EACH EA	500	\$ 1.22	\$ 610.00
25	CAREFUSION SOLUTIONS	001203	MASK, OXY. HIGH CONC. 3-IN- 1-W/TU	1-EACH EA	200	\$ 1.15	\$ 230.00
26	COLOPLAST CORP.	414	CATHETER, SELF STRT STR 14 FR	1-EACH EA	600	\$ 0.60	\$ 360.00
27	COLOPLAST CORP.	416	CATHETER, SELF STRT STR 16 FR	1-EACH EA	1230	\$ 0.60	\$ 738.00
28	CONVATEC	022771	POUCH, DRAIN 12" 1-PC ACT. LIFE PRECUT	10/BOX BX	77	\$ 29.84	\$ 2,297.68
29	GOJO INDUSTRIES	9651-24	SANITIZER, PURELL HAND 4.25 OZ.	1-EACH EA	429	\$ 0.94	\$ 403.26
30	GOJO INDUSTRIES	9652-12	SANITIZER, PURELL HAND 8 OZ.	1-EACH EA	72	\$ 1.91	\$ 137.52
31	GRAHAM MEDICAL PRODUCTS	42529	PAPER, TABLE CREPE WHITE 18" X 125'	12/CASE CS	46	\$ 12.86	\$ 591.56
32	HEALTH CARE LOGISTICS	5149-01C	CUP, MEDICATION GRADUATED CLR 1 OZ.	2000/CS CS	22	\$ 49.75	\$ 1,094.50
33	HEALTH CARE LOGISTICS	5148	LID, F/MEDICATION CUPS WD MOUTH	400/PK PK	58	\$ 14.23	\$ 825.34
34	KENDALL HEALTHCARE	25000	CATCH KIT, MIDSTREAM W/BZK FWL	1-EACH EA	1150	\$ 0.65	\$ 747.50
35	KENDALL HEALTHCARE	8507SA	CONTAINER, SHARPS 5QT RED	1-EACH EA	300	\$ 2.70	\$ 810.00
36	KENDALL HEALTHCARE	8881511136	SYRINGE, SAFETY INSULIN 1/2CC 29g X 1/2"	100/BOX BX	105	\$ 17.18	\$ 1,803.90
37	KIMBERLY CLARK	21340	TISSUE, FACIAL SURPASS	3000/CASE CS	72	\$ 17.32	\$ 1,247.04
38	KIMBERLY CLARK	01500	TOWEL, PAPER C-FOLD	2400/CASE CS	97	\$ 23.34	\$ 2,263.98
39	KIMBERLY CLARK	01804	TOWEL, PAPER MULTI-FOLD	4000/CASE CS	124	\$ 18.55	\$ 2,300.20
40	MCKESSON MEDICAL SURGICAL	23-D0022	ALCOHOL, ISOPROPYL 70% 16 OZ.	1-EACH EA	643	\$ 1.08	\$ 694.44
41	MCKESSON MEDICAL SURGICAL	24-106-2S	APPLICATOR, COTTON TIP STR 6" 2/PK	200/BOX BX	54	\$ 2.38	\$ 128.52
42	MCKESSON MEDICAL SURGICAL	16-4811	BANDAGE, ADHSV FABR STRP 1 X 3	100/BOX BX	441	\$ 1.33	\$ 586.53
43	MCKESSON MEDICAL SURGICAL	16-4814	BANDAGE, ADHSV FABR KNCKL 1.5 X 3	100/BOX BX	137	\$ 3.22	\$ 441.14
44	MCKESSON MEDICAL SURGICAL	16-011	BANDAGE, CNFRM ROLL 2" X 4.1 YDS N/S LF	12/BAG BG	150	\$ 1.39	\$ 208.50
45	MCKESSON MEDICAL SURGICAL	16-012	BANDAGE, CNFRM ROLL 3" X 4.1 YDS N/S LF	12/BAG BG	190	\$ 1.60	\$ 304.00

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE-PER ITEM	EXTENDED COST	
46	MCKESSON MEDICAL SURGICAL	16-013	BANDAGE, CNFRM ROLL 4" X 4.1 YDS N/S LF	12/BAG	BG	266	\$ 2.03	\$ 539.98
47	MCKESSON MEDICAL SURGICAL	16-1033-2	BANDAGE, ELAS SLF-CLSR-PREM N/S LF 2" X 5 YDS	10/BOX	BX	30	\$ 3.14	\$ 94.20
48	MCKESSON MEDICAL SURGICAL	16-1033-3	BANDAGE, ELAS SLF-CLSR-PREM N/S LF 3" X 5 YDS	10/BOX	BX	63	\$ 4.21	\$ 265.23
49	MCKESSON MEDICAL SURGICAL	16-1033-4	BANDAGE, ELAS SLF-CLSR-PREM N/S LF 4" X 5 YDS	10/BOX	BX	102	\$ 5.37	\$ 547.74
50	MCKESSON MEDICAL SURGICAL	16-1033-6	BANDAGE, ELAS SLF-CLSR-PREM N/S LF 6" X 5 YDS	10/BOX	BX	47	\$ 7.99	\$ 375.53
51	MCKESSON MEDICAL SURGICAL	24-202	BLADE, TONGUE SR 6" N/S LF	500/BOX	BX	46	\$ 3.66	\$ 168.36
52	MCKESSON MEDICAL SURGICAL	16-9703	COMPRESS, COLD INST 6" X 9" LF	1-EACH	EA	3900	\$ 0.36	\$ 1,404.00
53	MCKESSON MEDICAL SURGICAL	16-9707	COMPRESS, HOT INST 6" X 9" LF	1-EACH	EA	1944	\$ 0.45	\$ 874.80
54	MCKESSON MEDICAL SURGICAL	563	CONTAINER, SPECIMEN W/LID N/S 4OZ.	20/BOX	BX	1100	\$ 1.29	\$ 1,419.00
55	MCKESSON MEDICAL SURGICAL	16-9153	COTTON BALL, MEDIUM N/S	2000/BAG	BG	109	\$ 5.29	\$ 576.61
56	MCKESSON MEDICAL SURGICAL	14-318	GLOVE, EXAM LATEX PF SMOOTH LARGE	100/BOX	BX	112	\$ 4.29	\$ 480.48
57	MCKESSON MEDICAL SURGICAL	14-316	GLOVE, EXAM LATEX PF SMOOTH MEDIUM	100/BOX	BX	92	\$ 4.29	\$ 394.68
58	MCKESSON MEDICAL SURGICAL	14-314	GLOVE, EXAM LATEX PF SMOOTH SMALL	100/BOX	BX	27	\$ 4.29	\$ 115.83
59	MCKESSON MEDICAL SURGICAL	14-428	GLOVE, EXAM LATEX PF TEXTURED LARGE	100/BOX	BX	401	\$ 3.94	\$ 1,579.94
60	MCKESSON MEDICAL SURGICAL	14-426	GLOVE, EXAM LATEX PF TEXTURED MEDIUM	100/BOX	BX	789	\$ 3.94	\$ 3,108.66
61	MCKESSON MEDICAL SURGICAL	14-424	GLOVE, EXAM LATEX PF TEXTURED SMALL	100/BOX	BX	1359	\$ 3.94	\$ 5,354.46
62	MCKESSON MEDICAL SURGICAL	14-430	GLOVE, EXAM LATEX PF TEXTURED XLARGE	100/BOX	BX	16	\$ 3.94	\$ 63.04
63	MCKESSON MEDICAL SURGICAL	14-422	GLOVE, EXAM LATEX PF TEXTURED XSMALL	100/BOX	BX	490	\$ 3.94	\$ 1,930.60
64	MCKESSON MEDICAL SURGICAL	14-6978C	GLOVE, EXAM NITRILE PF-BLUE LARGE	200/BOX	BX	561	\$ 6.93	\$ 3,887.73
65	MCKESSON MEDICAL SURGICAL	14-6976C	GLOVE, EXAM NITRILE PF-BLUE MEDIUM	200/BOX	BX	1305	\$ 6.93	\$ 9,043.65
66	MCKESSON MEDICAL SURGICAL	14-6974C	GLOVE, EXAM NITRILE PF-BLUE SMALL	200/BOX	BX	1151	\$ 6.93	\$ 7,976.43
67	MCKESSON MEDICAL SURGICAL	14-6980C	GLOVE, EXAM NITRILE PF-BLUE XLARGE	180/BOX	BX	240	\$ 6.93	\$ 1,663.20
68	MCKESSON MEDICAL SURGICAL	14-6972C	GLOVE, EXAM NITRILE PF-BLUE XSMALL	200/BOX	BX	180	\$ 6.93	\$ 1,247.40
69	MCKESSON MEDICAL SURGICAL	25-2691	LACERATION TRAY	1-EACH	EA	140	\$ 6.16	\$ 862.40
70	MCKESSON MEDICAL SURGICAL	16-4250	PAD, ABD 5 X 9" STR LF	20/BOX	BX	65	\$ 1.64	\$ 106.60

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE-PER ITEM	EXTENDED COST
71	MCKESSON-MEDICAL SURGICAL	16-4254	PAD, ABD 8 X 10" STR-LF 24/BOX	BX	54	\$ 2.53	\$ 136.62
72	MCKESSON-MEDICAL SURGICAL	58-204	PAD, ALCOHOL-PREP-STERIL MEDIUM 200/BOX	BX	1355	\$ 1.06	\$ 1,436.30
73	MCKESSON-MEDICAL SURGICAL	37-6270	SALINE, IRR-SOL-STR-250ML 1-EACH	EA	76	\$ 1.18	\$ 89.68
74	MCKESSON-MEDICAL SURGICAL	53-28033-8	SANITIZER, HAND-W/PUMP-8 OZ. 1-EACH	EA	96	\$ 1.85	\$ 177.60
75	MCKESSON-MEDICAL SURGICAL	16-1069	SANITIZER, HAND/ALOE-8-OZ. 1-EACH	EA	168	\$ 1.47	\$ 246.96
76	MCKESSON-MEDICAL SURGICAL	53-27037-18	SANITIZER, HAND/ALOE W/PUMP-18 OZ. 1-EACH	EA	54	\$ 2.68	\$ 144.72
77	MCKESSON-MEDICAL SURGICAL	53-28077-18	SOAP, ANTIMICRO-HAND W/PUMP-18 OZ. 1-EACH	EA	468	\$ 2.61	\$ 1,221.48
78	MCKESSON-MEDICAL SURGICAL	16-42228	SPONGE, GAUZE 2" X 2" 8-PLY STERIL 2/PK 100/BOX	BX	402	\$ 0.92	\$ 369.84
79	MCKESSON-MEDICAL SURGICAL	44122000	SPONGE, GAUZE 4" X 4" 12-PLY N/S 200/BAG	BG	660	\$ 3.12	\$ 2,059.20
80	MCKESSON-MEDICAL SURGICAL	16-42448	SPONGE, GAUZE 4" X 4" 8-PLY STERIL 2/PK 100/BOX	BX	50	\$ 2.40	\$ 120.00
81	MEDEGEN-MEDICAL PRODUCTS	H362-10	BASIN, WASH-RECTANGLE 7.5 QT. ROSE 1-EACH	EA	282	\$ 0.45	\$ 126.90
82	MEDEGEN-MEDICAL PRODUCTS	H222-10	PITCHER, W/LID MAUVE 28 OZ. 1-EACH	EA	1010	\$ 0.28	\$ 282.80
83	METREX-RESEARCH	13-5150	WIPE, DISINFECT-HD-SURF CAVIWIPE1 9" X 12" XLG 65/CN	CN	84	\$ 5.54	\$ 465.36
84	METREX-RESEARCH	13-1100	WIPE, DISINFECTANT CAVIWIPE5 6" X 6.7" 160/CN	CN	95	\$ 4.44	\$ 421.80
85	METREX-RESEARCH	13-1150	WIPE, DISINFECTANT CAVIWIPE5 XLG 10" X 12" 66/CN	CN	96	\$ 5.34	\$ 512.64
86	MOLNLYCKE HEALTH CARE	57508	CLEANSER, HIBICLENS 4%-CHG SCRUB 8-OZ 1-EACH	EA	72	\$ 4.12	\$ 296.64
87	POLYMER-TECHNOLOGIES	1740	PLUNGER, F/15UL-30UL-40UL CAPILLARY-TUBE 25/VIAL	VL	95	\$ 2.50	\$ 237.50
88	POLYMER-TECHNOLOGIES	1713	TEST STRIP, BLOOD-GLUCOSE 25/BOX	BX	50	\$ 16.78	\$ 839.00
89	POLYMER-TECHNOLOGIES	1711	TEST STRIP, CHOLESTEROL TOTAL 25/BOX	BX	75	\$ 76.95	\$ 5,771.25
90	POLYMER-TECHNOLOGIES	1739	TUBE, CAPILLARY-15UL 25/VIAL	VL	100	\$ 5.03	\$ 503.00
91	PROFESSIONAL-DISPOSABLE INC.	Q08472	WIPE, SANICLOTH-HB DISENFECT. LG 6" X 6 3/4" 160/PACK	PK	744	\$ 4.92	\$ 3,660.48
92	PROFESSIONAL-DISPOSABLE INC.	Q86984	WIPE, SANICLOTH-SUPR-XLG 8" X 14" 65/CN	CN	149	\$ 5.92	\$ 882.08
93	PROFESSIONAL-DISPOSABLE INC.	Q85084	WIPE, SANICLOTH-W/ALCOHOL XLG 7 1/2" X 15" 65/CN	CN	144	\$ 5.56	\$ 800.64
94	PROFESSIONAL-DISPOSABLE INC.	Q94384	WIPE, SANIWIPE 7 3/4" X 10 1/2" 100/PK	PK	75	\$ 5.33	\$ 399.75

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE-PER ITEM	EXTENDED COST	
95	QUIDEL-CORP.	00179	TEST KIT, PREG. HCG SERUM/URINE CARDS-QS	90/KIT	KT	33	\$ 173.41	\$ 5,722.53
96	QUIDEL-CORP.	00343	TEST KIT, QUICKVUE INLINE STREP-A	25/KIT	KT	44	\$ 69.81	\$ 3,071.64
97	RETRACTABLE TECHNOLOGIES	22701	HOLDER, BLD-COLLECTION-TU	10/SL	SL	1075	\$ 2.59	\$ 2,784.25
98	RETRACTABLE TECHNOLOGIES	10351	SYRINGE, NDL, VANISH POINT 3CC-21G X 1"	100/BOX	BX	8	\$ 27.07	\$ 216.56
99	RETRACTABLE TECHNOLOGIES	10361	SYRINGE, NDL, VANISH POINT 3CC-21G X 1.5"	100/BOX	BX	12	\$ 27.07	\$ 324.84
100	RETRACTABLE TECHNOLOGIES	10341	SYRINGE, NDL, VANISH POINT 3CC-22G X 1.5"	100/BOX	BX	3	\$ 27.07	\$ 81.21
101	RETRACTABLE TECHNOLOGIES	10301	SYRINGE, NDL, VANISH POINT 3CC-25G X 5/8"	100/BOX	BX	5	\$ 27.07	\$ 135.35
102	RETRACTABLE TECHNOLOGIES	10311	SYRINGE, NDL, VANISH POINT 3CC-23G X 1"	100/BOX	BX	21	\$ 27.07	\$ 568.47
103	RETRACTABLE TECHNOLOGIES	10211	SYRINGE/NDL, VANISH POINT INSULIN 1CC-29G X 1/2"	100/BOX	BX	86	\$ 32.50	\$ 2,795.00
104	RETRACTABLE TECHNOLOGIES	10131	SYRINGE/NDL, VANISH POINT TB 1CC-27GX 1/2"	100/BOX	BX	93	\$ 32.50	\$ 3,022.50
105	RETRACTABLE TECHNOLOGIES	10391	SYRINGE/NDL, VANISH POINT 3CC-25G X 1"	100/BOX	BX	256	\$ 27.07	\$ 6,929.92
106	SAALFELD-REDISTRIBUTION	68967	CLEANER, DISPATCH W/BLEACH TRIGGER 22-OZ.	1-EACH	EA	232	\$ 7.31	\$ 1,695.92
107	SAALFELD-REDISTRIBUTION	9500019	CUP, PLAS-COLD-DISP 3.5-OZ.	100/SL	SL	75	\$ 2.27	\$ 170.25
108	SIEMENS-MEDICAL	10336425	URINE TEST-STRIP, MULTISTIX 10SG (2161)	100/VIAL	VL	84	\$ 32.00	\$ 2,688.00
109	SOLO-CUP-CO.	R3-00055	CUP, COLD-JAZZ-PAPER-WAX 3 OZ.	100/SL	SL	40	\$ 1.94	\$ 77.60
110	SOLO-CUP-CO.	450-2050	CUP, PAPER-SOUFFLE-PORTN TRTD-WHT 3.5-OZ.	100/SL	SL	1400	\$ 1.17	\$ 1,638.00
111	SUNMARK	49348068972	ANTIFUNGAL-MICONAZOLE NITRATE, CRM 2% 1-OZ.	1-EACH	EA	3464	\$ 1.12	\$ 3,879.68
112	TELEFLEX-MEDICAL	1885	NEBULIZER, MICRO-MIST W/ELONGATED-ADULT-MASK	1-EACH	EA	100	\$ 1.02	\$ 102.00
113	TIDI-PRODUCTS	910520	GOWN, EXAM T/P/T F/B-OPEN BLUE 30" X 42"	50/CASE	CS	32	\$ 14.47	\$ 463.04
114	TIDI-PRODUCTS	981636	GOWN, EXAM T/P/T PED-SEA PRINT 21" X 36"	50/CASE	CS	24	\$ 19.55	\$ 469.20
115	TIDI-PRODUCTS	980914	PAPER, TABLE-SMOOTH-WHITE 21" X 225'	12/CASE	CS	30	\$ 22.00	\$ 660.00
116	TIDI-PRODUCTS	9810824	SHEET, DRAPE 2-PLY-WHITE 40" X 48"	100/CASE	CS	31	\$ 9.76	\$ 302.56
117	TIDI-PRODUCTS	917411	TOWEL, 3PLY/POLY-WHITE 17" X 18"	500/CASE	CS	47	\$ 25.42	\$ 1,194.74
118	TIDI-PRODUCTS	917401	TOWEL, PRO 3-PLY-POLY-WHITE 13" X 18"	500/CASE	CS	41	\$ 15.09	\$ 618.69
119	WELCH-ALLEN-INC.	05031-750	COVER, ORAL-PROB-DISP., SURETEMP	250/BOX	BX	33	\$ 4.29	\$ 141.57

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	EST. ANNUAL USAGE	PRICE PER ITEM	EXTENDED COST
120	WELCH ALLEN INC.	05075-005	COVER, PROB TYMPANIC THERM.	200/BOX	BX	22 \$ 8.54	\$ 187.88

**MISCELLANEOUS CLAUSE:** Miscellaneous medical supplies and minor medical equipment with a not-to-exceed amount of \$3,000 per unit may be purchased against this Contract.

**ATTACHMENT C-1  
COST SUMMARY/PRICING**

LINE #	MANUFACTURER	MANUF. #	DESCRIPTION	UOM	PRICE PER ITEM
1	3M HEALTHCARE	202636	SUPPORTER, ATHLETIC ADULT LARGE	1 EACH	EA \$4.98
2	3M HEALTHCARE	202549	SUPPORTER, ATHLETIC ADULT MEDIUM	1 EACH	EA \$4.98
3	3M HEALTHCARE	202460	SUPPORTER, ATHLETIC ADULT SMALL	1 EACH	EA \$4.98
4	APLICARE INC.	O39	SOULUTION, PVP PREP 4 OZ.	1 EACH	EA \$0.88
5	B. BRAUN MEDICAL	4251644-02	CATHETER, INTROCAN SAF PUR 20GX1 1/4"	1 EACH	EA \$1.75
6	B. BRAUN MEDICAL	L8001	SOD. CHL., IV SOL. 0.9% 500ML	1 EACH	EA \$1.50
7	B. BRAUN MEDICAL	R5000-01	WATER STR, IRR SOL 1000 ML BTL.	1 EACH	EA \$1.55
8	BAXTER HEALTHCARE	2H8401	SOLUTION SET, N/DEHP 10 DPM 76"	1 EACH	EA \$4.56
9	BECTON DICKINSON	367344	COLLECTION SET, BLD SFTY PSH BTN 21G X .75"	50/BOX	BX \$64.43
10	BECTON DICKINSON	367342	COLLECTION SET, BLD SFTY PSH BTN 23G X .75"	50/BOX	BX \$64.43
11	BECTON DICKINSON	367341	COLLECTION SET, BLD SFTY PSH BTN 25G X .75"	50/BOX	BX \$64.43
12	BECTON DICKINSON	305487	CONTAINER, SHARPS 1.5 QT.	1 EACH	EA \$1.07
13	BECTON DICKINSON	305551	CONTAINER, SHARPS CIR 5.4 QT	1 EACH	EA \$2.62
14	BECTON DICKINSON	305344	CONTAINER, SHARPS FUNNEL TOP RED 8 QT	1 EACH	EA \$2.51
15	BECTON DICKINSON	305464	CONTAINER, SHARPS NESTABLE 14 QT.	1 EACH	EA \$3.53
16	BECTON DICKINSON	305517	CONTAINER, SHARPS NXT GEN RED 5.4 QT	1 EACH	EA \$2.65
17	BECTON DICKINSON	364815	HOLDER, TUBE ONE USE NON-STACKABLE	250/BAG	BG \$6.27
18	BECTON DICKINSON	305310	NEEDLE, INTEGRA 25G X 5/8" RETRACTING	100/BOX	BX \$15.62
19	BECTON DICKINSON	305916	NEEDLE, SAFETYGLIDE 25G X 1"	50/BOX	BX \$11.19
20	BECTON DICKINSON	305901	NEEDLE, SAFETYGLIDE 25G X 5/8"	50/BOX	BX \$11.19



## Attachment C

21	BECTON DICKINSON	305270	SYRINGE/NDL, INTEGRA 3CC 25G X 1"	100/BOX	BX	\$39.57
	MANUFACTURER	MANUF. #	DESCRIPTION		UOM	PRICE PER ITEM
LINE #						
22	BECTON DICKINSON	305932	SYRINGE/NDL, SAFETY GLIDE INSUL. 1/2CC 29g X 1/2"	100/BOX	BX	\$30.40
23	BECTON DICKINSON	367988	TUBE, SST PLUS 8.5 ML	100/BOX	BX	\$16.57
24	BUSSE HOSPITAL DISPOSABLES	726	SUTURE REMOVAL TRAY, LITT. SCISSORS	1 EACH	EA	\$1.06
25	CAREFUSION SOLUTIONS	1203	MASK, OXY. HIGH CONC. 3 - IN - 1 W/TU	1 EACH	EA	\$1.15
26	COLOPLAST CORP.	414	CATHETER, SELF STRT STR 14 FR	1 EACH	EA	\$0.60
27	COLOPLAST CORP.	416	CATHETER, SELF STRT STR 16 FR	1 EACH	EA	\$0.60
28	CONVATEC	22771	POUCH, DRAIN 12" 1 PC ACT. LIFE PRECUT	10/BOX	BX	\$16.35
29	GOJO INDUSTRIES	9651-24	SANITIZER, PURELL HAND 4.25 OZ.	1 EACH	EA	\$0.66
30	GOJO INDUSTRIES	9652-12	SANITIZER, PURELL HAND 8 OZ.	1 EACH	EA	\$1.40
31	GRAHAM MEDICAL PRODUCTS	42529	PAPER, TABLE CREPE WHITE 18" X 125'	12/CASE	CS	\$12.86
32	HEALTH CARE LOGISTICS	5149-01C	CUP, MEDICATION GRADUATED CLR 1 OZ.	2000/CS	CS	\$49.75
33	HEALTH CARE LOGISTICS	5148	LID, F/MEDICATION CUPS WD MOUTH	400/PK	PK	\$14.23
34	KENDALL HEALTHCARE	25000	CATCH KIT, MIDSTREAM W/BZK TWL	1 EACH	EA	\$0.65
35	KENDALL HEALTHCARE	8507SA	CONTAINER, SHARPS 5QT RED	1 EACH	EA	\$2.70
36	KENDALL HEALTHCARE	8881511136	SYRINGE, SAFETY INSULIN 1/2CC 29g X 1/2"	100/BOX	BX	\$15.51
37	KIMBERLY CLARK	21340	TISSUE, FACIAL SURPASS	3000/CASE	CS	\$17.32
38	KIMBERLY CLARK	1500	TOWEL, PAPER C-FOLD	2400/CASE	CS	\$23.34
39	KIMBERLY CLARK	1804	TOWEL, PAPER MULTI-FOLD	4000/CASE	CS	\$18.55
40	MCKESSON MEDICAL SURGICAL	23-D0022	ALCOHOL, ISOPROPYL 70% 16 OZ.	1 EACH	EA	\$1.08
41	MCKESSON MEDICAL SURGICAL	24-106-2S	APPLICATOR, COTTONTIP STR 6" 2/PK	200/BOX	BX	\$2.38
42	MCKESSON MEDICAL SURGICAL	16-4811	BANDAGE, ADHSV FABR STRP 1 X 3	100/BOX	BX	\$1.33
43	MCKESSON MEDICAL SURGICAL	16-4814	BANDAGE, ADHSV FABR KNCKL 1.5 X 3	100/BOX	BX	\$3.22
44	MCKESSON MEDICAL SURGICAL	16-011	BANDAGE, CNFRM ROLL 2" X 4.1 YDS N/S LF	12/BAG	BG	\$1.39
45	MCKESSON MEDICAL SURGICAL	16-012	BANDAGE, CNFRM ROLL 3" X 4.1 YDS N/S LF	12/BAG	BG	\$1.60
LINE #	MANUFACTURER	MANUF. #	DESCRIPTION		UOM	PRICE PER ITEM

## Attachment C

46	MCKESSON MEDICAL SURGICAL	16-013	BANDAGE, CNFRM ROLL 4" X 4.1 YDS N/S LF	12/BAG	BG	\$2.03
47	MCKESSON MEDICAL SURGICAL	16-1033-2	BANDAGE, ELAS SLF-CLSR PREM N/S LF 2" X 5 YDS	10/BOX	BX	\$3.14
48	MCKESSON MEDICAL SURGICAL	16-1033-3	BANDAGE, ELAS SLF-CLSR PREM N/S LF 3" X 5 YDS	10/BOX	BX	\$4.21
49	MCKESSON MEDICAL SURGICAL	16-1033-4	BANDAGE, ELAS SLF-CLSR PREM N/S LF 4" X 5 YDS	10/BOX	BX	\$5.37
50	MCKESSON MEDICAL SURGICAL	16-1033-6	BANDAGE, ELAS SLF-CLSR PREM N/S LF 6" X 5 YDS	10/BOX	BX	\$7.99
51	MCKESSON MEDICAL SURGICAL	24-202	BLADE, TONGUE SR 6" N/S LF	500/BOX	BX	\$3.66
52	MCKESSON MEDICAL SURGICAL	16-9703	COMPRESS, COLD INST 6" X 9" LF	1 EACH	EA	\$0.36
53	MCKESSON MEDICAL SURGICAL	16-9707	COMPRESS, HOT INST 6" X 9" LF	1 EACH	EA	\$0.45
54	MCKESSON MEDICAL SURGICAL	563	CONTAINER, SPECIMEN W/LID N/S 4OZ.	20/BOX	BX	\$1.29
55	MCKESSON MEDICAL SURGICAL	16-9153	COTTON BALL, MEDIUM N/S	2000/BAG	BG	\$5.29
56	MCKESSON MEDICAL SURGICAL	14-318	GLOVE, EXAM LATEX PF SMOOTH LARGE	100/BOX	BX	\$4.29
57	MCKESSON MEDICAL SURGICAL	14-316	GLOVE, EXAM LATEX PF SMOOTH MEDIUM	100/BOX	BX	\$4.29
58	MCKESSON MEDICAL SURGICAL	14-314	GLOVE, EXAM LATEX PF SMOOTH SMALL	100/BOX	BX	\$4.29
59	MCKESSON MEDICAL SURGICAL	14-428	GLOVE, EXAM LATEX PF TEXTURED LARGE	100/BOX	BX	\$3.94
60	MCKESSON MEDICAL SURGICAL	14-426	GLOVE, EXAM LATEX PF TEXTURED MEDIUM	100/BOX	BX	\$3.94
61	MCKESSON MEDICAL SURGICAL	14-424	GLOVE, EXAM LATEX PF TEXTURED SMALL	100/BOX	BX	\$3.94
62	MCKESSON MEDICAL SURGICAL	14-430	GLOVE, EXAM LATEX PF TEXTURED XLARGE	100/BOX	BX	\$3.94
63	MCKESSON MEDICAL SURGICAL	14-422	GLOVE, EXAM LATEX PF TEXTURED XSMALL	100/BOX	BX	\$3.94
64	MCKESSON MEDICAL SURGICAL	14-6978C	GLOVE, EXAM NITRILE PF BLUE LARGE	200/BOX	BX	\$6.93
65	MCKESSON MEDICAL SURGICAL	14-6976C	GLOVE, EXAM NITRILE PF BLUE MEDIUM	200/BOX	BX	\$6.93
66	MCKESSON MEDICAL SURGICAL	14-6974C	GLOVE, EXAM NITRILE PF BLUE SMALL	200/BOX	BX	\$6.93
67	MCKESSON MEDICAL SURGICAL	14-6980C	GLOVE, EXAM NITRILE PF BLUE XLARGE	180/BOX	BX	\$6.93
68	MCKESSON MEDICAL SURGICAL	14-6972C	GLOVE, EXAM NITRILE PF BLUE XSMALL	200/BOX	BX	\$6.93
69	MCKESSON MEDICAL SURGICAL	25-2691	LACERATION TRAY	1 EACH	EA	\$6.16
70	MCKESSON MEDICAL SURGICAL	16-4250	PAD, ABD 5 X 9" STR LF	20/BOX	BX	\$1.64
LINE #	MANUFACTURER	MANUF. #	DESCRIPTION		UOM	PRICE PER ITEM

## Attachment C

71	MCKESSON MEDICAL SURGICAL	16-4254	PAD, ABD 8 X 10" STR LF	24/BOX	BX	\$2.53
72	MCKESSON MEDICAL SURGICAL	58-204	PAD, ALCOHOL PREP STERIL MEDIUM	200/BOX	BX	\$1.06
73	MCKESSON MEDICAL SURGICAL	37-6270	SALINE, IRR SOL STR 250ML	1 EACH	EA	\$1.18
74	MCKESSON MEDICAL SURGICAL	53-28033-8	SANITIZER, HAND W/PUMP 8 OZ.	1 EACH	EA	\$1.85
75	MCKESSON MEDICAL SURGICAL	16-1069	SANITIZER, HAND/ALOE 8 OZ.	1 EACH	EA	\$1.47
76	MCKESSON MEDICAL SURGICAL	53-27037-18	SANITIZER, HAND/ALOE W/PUMP 18 OZ.	1 EACH	EA	\$2.68
77	MCKESSON MEDICAL SURGICAL	53-28067-18	SOAP, ANTIMICRO HAND W/PUMP 18 OZ.	1 EACH	EA	\$2.61
78	MCKESSON MEDICAL SURGICAL	16-42228	SPONGE, GAUZE 2" X 2" 8 PLY STERIL 2/PK	100/BOX	BX	\$0.92
79	MCKESSON MEDICAL SURGICAL	44122000	SPONGE, GAUZE 4" X 4" 12 PLY N/S	200/BAG	BG	\$3.12
80	MCKESSON MEDICAL SURGICAL	16-42448	SPONGE, GAUZE 4" X 4" 8 PLY STERIL 2/PK	100/BOX	BX	\$2.40
81	MEDEGEN MEDICAL PRODUCTS	H362-10	BASIN, WASH RECTANGLE 7.5 QT. ROSE	1 EACH	EA	\$0.45
82	MEDEGEN MEDICAL PRODUCTS	H222-10	PITCHER, W/ LID MAUVE 28 OZ.	1 EACH	EA	\$0.28
83	METREX RESEARCH	13-5150	WIPE, DISINFECT HD SURF CAVIWIPE1 9" X 12" XLG	65/CN	CN	\$5.54
84	METREX RESEARCH	13-1100	WIPE, DISINFECTANT CAVIWIPE6 6" X 6.7"	160/CN	CN	\$4.44
85	METREX RESEARCH	13-1150	WIPE, DISINFECTANT CAVIWIPE6 XLG 10" X 12"	66/CN	CN	\$5.34
86	MOLNLYCKE HEALTH CARE	57508	CLEANSER, HIBICLENS 4% CHG SCRUB 8 OZ	1 EACH	EA	\$4.12
87	POLYMER TECHNOLOGIES	1740	PLUNGER, F/15UL 30UL 40UL CAPILLARY TUBE	25/VIAL	VL	DISCONT.
88	POLYMER TECHNOLOGIES	1713	TEST STRIP, BLOOD GLUCOSE	25/BOX	BX	\$16.78
89	POLYMER TECHNOLOGIES	1711	TEST STRIP, CHOLESTEROL TOTAL	25/BOX	BX	\$76.95
90	POLYMER TECHNOLOGIES	2863	TUBE, CAPILLARY 15UL	25/VIAL	VL	\$5.03
91	PROFESSIONAL DISPOSABLE INC.	P13872	WIPE, SANICLOTH HB DISENFECT. LG 6" X 6 3/4"	160/PACK	PK	\$4.92
92	PROFESSIONAL DISPOSABLE INC.	Q86984	WIPE, SANICLOTH SUPR XLG 8" X 14"	65/CN	CN	\$5.92
93	PROFESSIONAL DISPOSABLE INC.	Q85084	WIPE, SANICLOTH W/ALCOHOL XLG 7 1/2" X 15"	65/CN	CN	DISCONT.
94	PROFESSIONAL DISPOSABLE INC.	Q94384	WIPE, SANIWIPE 7 3/4" X 10 1/2"	100/PK	PK	DISCONT.
LINE #	MANUFACTURER	MANUF. #	DESCRIPTION		UOM	PRICE PER ITEM

## Attachment C

95	QUIDEL CORP.	179	TEST KIT, PREG. HCG SERUM/URINE CARDS QS	90/KIT	KT	\$173.41
96	QUIDEL CORP.	343	TEST KIT, QUICKVUE INLINE STREP A	25/KIT	KT	\$69.81
97	RETRACTABLE TECHNOLOGIES	22701	HOLDER, BLD COLLECTION TU	10/SL	SL	\$2.59
98	RETRACTABLE TECHNOLOGIES	10351	SYRINGE, NDL, VANISH POINT 3CC 21G X 1"	100/BOX	BX	\$27.07
99	RETRACTABLE TECHNOLOGIES	10361	SYRINGE, NDL, VANISH POINT 3CC 21G X 1.5"	100/BOX	BX	\$27.07
100	RETRACTABLE TECHNOLOGIES	10341	SYRINGE, NDL, VANISH POINT 3CC 22G X 1.5"	100/BOX	BX	\$27.07
101	RETRACTABLE TECHNOLOGIES	10301	SYRINGE, NDL, VANISH POINT 3CC 25G X 5/8"	100/BOX	BX	\$27.07
102	RETRACTABLE TECHNOLOGIES	10311	SYRINGE, NDL, VANISH POINT 3CC 23G X 1"	100/BOX	BX	\$27.07
103	RETRACTABLE TECHNOLOGIES	10211	SYRINGE/NDL, VANISH POINT INSULIN 1CC 29G X 1/2"	100/BOX	BX	\$32.50
104	RETRACTABLE TECHNOLOGIES	10131	SYRINGE/NDL, VANISH POINT TB 1CC 27GX 1/2"	100/BOX	BX	\$32.50
105	RETRACTABLE TECHNOLOGIES	10391	SYRINGE/NDL, VANISH POINT 3CC 25G X 1"	100/BOX	BX	\$27.07
106	THE CLOROX COMPANY	68967	CLEANER, DISPATCH W/BLEACH TRIGGER 22 OZ.	1 EACH	EA	\$7.31
107	SOLO CUP CO.	Y35	CUP, PLAS COLD DISP 3.5 OZ.	100/SL	SL	\$2.27
108	SIEMENS MEDICAL	10336425	URINE TEST STRIP, MULTISTIX 10SG (2161)	100/VIAL	VL	\$32.00
109	SOLO CUP CO.	44-2050	CUP, COLD JAZZ PAPER WAX 3 OZ.	100/SL	SL	\$1.94
110	SOLO CUP CO.	450-2050	CUP, PAPER SOUFFLE PORTN TRTD WHT 3.5 OZ.	100/SL	SL	\$1.17
111	SUNMARK	49348068972	ANTIFUNGAL MICONAZOLE NITRATE, CRM 2% 1 OZ.	1 EACH	EA	\$1.12
112	TELEFLEX MEDICAL	1885	NEBULIZER, MICRO-MIST W/ELONGATED ADULT MASK	1 EACH	EA	\$1.02
113	TIDI PRODUCTS	910520	GOWN, EXAM T/P/T F/B OPEN BLUE 30" X 42"	50/CASE	CS	\$14.47
114	TIDI PRODUCTS	981636	GOWN, EXAM T/P/T PED SEA PRINT 21" X 36"	50/CASE	CS	\$19.55
115	TIDI PRODUCTS	980914	PAPER, TABLE SMOOTH WHITE 21" X 225'	12/CASE	CS	\$22.00
116	TIDI PRODUCTS	9810824	SHEET, DRAPE 2 PLY WHITE 40" X 48"	100/CASE	CS	\$9.76
117	TIDI PRODUCTS	917411	TOWEL, 3PLY/POLY WHITE 17" X 18"	500/CASE	CS	\$25.42
118	TIDI PRODUCTS	917401	TOWEL, PRO 3 PLY POLY WHITE 13" X 18"	500/CASE	CS	\$15.09
119	WELCH ALLEN INC.	05031-750	COVER, ORAL PROB DISP., SURETEMP	250/BOX	BX	\$4.29
LINE #	MANUFACTURER	MANUF. #	DESCRIPTION		UOM	PRICEPER ITEM
120	WELCH ALLEN INC.	06000-005	COVER, PROB TYMPANIC THERM.	200/BOX	BX	\$8.54

**ATTACHMENT D**

**CERTIFICATION REGARDING ANTI-LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date