

SECRET
RECEIVED
OCT 10 2014

MEMORANDUM

TO: Judge Robert Hebert
County Judge

B15-011 (5)

9-2-2014
AGENDA ITEM 20J

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on September 2, 2014. Thank you.

DATE: October ¹⁵~~8~~, 2014

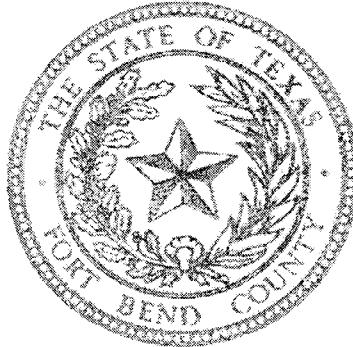
RETURN TO: Norma Weaver
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

71
10-22-14

Midwest Medical signed by Vendor.

*Fort Bend County, Texas
Invitation for Bid*

**Midwest Medical Supply Co., LLC
13400 Lakefront Drive
Earth City, MO 63045
888-540-3232**



***Term Contract for the Purchase of Medical Supplies
for Fort Bend County
BID 15-011***

SUBMIT BIDS TO:

**Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469**

****NOTE:**

**All correspondence must include the term
term "Purchasing Department" in address
to assist in proper delivery.**

SUBMIT NO LATER THAN:

**Thursday, August 7, 2014
1:30 PM (Central)**

LABEL ENVELOPE:

**BID 15-011
Medical Supplies**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

**Results will not be given by phone.
Results will be provided to bidder
in writing after the Commissioners
Court awards.**

**Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid.**

**Requests for information must be in writing
and directed to:**

**Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov**

**Prepared: 06/12/14
Issued: 07/23/14**

A handwritten signature in black ink, located in the bottom right corner of the page.

Vendor Information

Midwest Medical Supply Co., LLC
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

888-540-3232

Telephone Number

800-545-0065

Facsimile Number

13400 Lakefront Drive
Complete Mailing Address (for Correspondence)

Earth City, MO 63045
City, State and Zip Code

PO Box 955588
Complete Remittance Address (if different from above)

St Louis, MO 63195-5588
City, State and Zip Code

Jo Ann Rudd, EMS Specialist
Authorized Representative and Title (printed)

JoAnn.Rudd@mmsmedical.com
Authorized Representative's Email Address

JoAnn Rudd
Signature of Authorized Representative

Initials of Bidder: JR

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

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- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.


- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

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- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.


2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.


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- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

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- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

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- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the

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affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.



- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase medical supplies from one (1) or more vendors which meet or exceed the following specifications

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014 through 30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

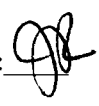
Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 POINT OF CONTACT:

Point of contact will be Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.com.

7.0 DELIVERY:

- 7.1 Delivery within seven (7) working days is required unless otherwise specified at time of order.
- 7.2 Items ordered from this bid must be delivered to Fort Bend County EMS, 4332 Highway 36 South, Rosenberg, Texas 77471 unless otherwise stated on purchase order.

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8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 GENERAL INFORMATION:

- 9.1 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 9.2 No minimum orders, by quantity or dollar amount.
- 9.3 No substitutes when name brand specified.
- 9.4 Vendor must bid on all items in section for bid to be considered.

10.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 10.1 Vendor Form
- 10.2 W9 Form
- 10.3 Tax Form/Debt/Residence Certification



11.0 SPECIFICATIONS and PRICING:

Section 1: Airways		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
40mm Berman (dual channel) Oral Airway		TEL121801	10	Each	.14	1.40
60mm Berman (dual channel) Oral Airway		TEL121802	10	Each	.14	1.40
80mm Berman (dual channel) Oral Airway		TEL121803	10	Each	.14	1.40
90mm Berman (dual channel) Oral Airway		TEL121804	100	Each	.14	14.00
100 mm Berman (dual channel) Oral Airway		TEL121805	100	Each	.14	14.00
Thomas E.T. Tube Holder Adult size		LAEL600-10000	20	Each	2.66	53.20
Thomas E.T. Tube Holder Pediatric size		LAEL600-20000	300	Each	2.66	798.00
Tube Check Endotracheal tube placement verification		AMB000-172-002	10	Each	2.30	23.00
Slick Set Endotracheal Tubes 2.5 Uncuffed		TEL15002S	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 3.0 Uncuffed		TEL150030	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 3.5 Uncuffed		TEL15003S	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 4.0 Uncuffed		TEL150040	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 4.5 Uncuffed		TEL15004S	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 5.0 Uncuffed		TEL150050	10	Each	4.05	40.50
Slick Set Endotracheal Tubes 5.5 Cuffed		TEL17005S	20	Each	4.48	89.60
Slick Set Endotracheal Tubes 6.0 Cuffed		TEL170060	10	Each	4.48	44.80
Slick Set Endotracheal Tubes 6.5 Cuffed		TEL17006S	20	Each	4.48	89.60
Slick Set Endotracheal Tubes 7.0 Cuffed		TEL170070	200	Each	4.48	896.00
Slick Set Endotracheal Tubes 7.5 Cuffed		TEL17007S	150	Each	4.48	672.00
Slick Set Endotracheal Tubes 8.0 Cuffed		TEL170080	20	Each	4.48	89.60

Section 1: Airways (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Slick Set Endotracheal Tubes 8.5 Cuffed		TEL17008S	10	Each	4.48	44.80
Slick Set Endotracheal Tubes 9.0 Cuffed		TEL170090	10	Each	4.48	44.80
30F Nasopharyngeal Airways		TEL17008S M50MS-23930	40	Each	1.59	63.60
36F Nasopharyngeal Airways		M50MS-23936	20	Each	1.59	31.80
6F Endotracheal Tube Slick Stylet		TEL500	5	Each	2.90	14.50
8F Endotracheal Tube Slick Stylet		TEL750	5	Each	2.90	14.50
10F Endotracheal Tube Slick Stylet		TEL1000R	5	Each	2.90	14.50
1200cc Replacement/Disposable Suction Canister, for S-Scort "Ten" suction unit		BEM484410	200	Each	2.77	554.00
8F whistle tip Suction Catheter		DYN4808	20	Each	.17	3.40
10F whistle tip Suction Catheter		DYN4810	50	Each	.17	8.50
18F whistle tip Suction Catheter		DYN4818	50	Each	.17	8.50
Yankaur Suction Tip w/Control		DYN4690	300	Each	.36	108.00
Suction Tubing Non Conducting Vinyl 72" x 1/4" ID		AMSAS82S	300	Each	.82	246.00
Infant Medium Concentration Oxygen Mask		VEN2300	20	Each	.74	14.80
O2 Mask Pediatric Partial Non-Rebreather w/ safety vent (Hudson #1058) 50/cs		TEL1058	4	Case	47.42	189.68
O2 Mask Adult Non-Rebreather w/o safety vent (Hudson #1060) 50/cs		TEL1060	60	Case	46.36	2781.60
O2 Nasal Cannula Adult 50/cs		VEN1007	60	Case	12.86	771.60
O2 Supply Tubing 7' 50/cs		VEN3007	1	Case	11.20	11.20
Bougie-to-go ET Tube Introducer, Adult 15F x 60cm with Coude Tip		SUN9-0212-70	25	Each	4.06	101.50
Bougie ET Tube Introducer, Pediatric 10F x 70cm with Coude Tip		SUN9-0211-70	25	Each	4.06	101.50
Sscort Quickdraw Cannister w/short barbed tip			10	Each		413

Section 1: Airways (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
O2 Nebulizer w/ Tubing and Mouthpiece 50/cs		MSOMS-22883	12	Case	34.18	410.16
Disposable Humidifier		TEL 3230	10	Each	1.43	14.30
AMBU Spur II Bag Valve Mask Adult (with mask)		AMBS20-211-000	400	Each	11.18	4472.00
AMBU Spur Bag Valve Mask Infant/Child (with Infant and Child masks)		AMB530-214-000	40	Each	17.23	689.20
Oxygen Nut & Stem (Plastic)		SUM8-2311-SD	10	Each	37	3.70
Magill Forceps Adult sizes		AME316	5	Each	4.25	21.25
Magill Forceps Child sizes		AME315	5	Each	3.89	19.45
Gastric Sump Tube, 48", 18F, Sterile		KEN888264986	30	Each	1.77	53.10
V-VAC Replacement Cartridge		LAE985001	10	Each	19.12	191.20
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 2		SUNS-S332-02	40	Each	3.88	155.20
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 3		SUNS-S332-03	100	Each	3.88	388.00
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 4		SUNS-S332-04	200	Each	3.88	776.00
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 1		SUNS-S333-01	20	Each	3.88	77.60
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 2		SUNS-S333-02	40	Each	3.88	155.20
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 3		SUNS-S333-03	80	Each	3.88	310.40
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 4		SUNS-S333-04	80	Each	3.88	310.40
Greenline/D Fiber Optic, 10/32" Halogen/Xenon Reflector Lamp for Medium Laryngoscope Handle		SUNS-0240-52	20	Each	6.24	124.80
emergent respiratory products PORTO2VENT CPAP Soft-Seal Masks, size Small Adult			25	Each	3.34	NB
emergent respiratory products PORTO2VENT CPAP Soft-Seal Masks, size Medium Adult			25	Each	3.34	NB
emergent respiratory products PORTO2VENT CPAP Soft-Seal Masks, size Large Adult			25	Each	3.34	NB

Section 1: Airways (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
emergent respiratory products PORTO2VENT CPAP Breathing Circuit & Mask to include Pressure Balanced Inhalation/Exhalation Valve (Single patient use), Soft-seal Mask size medium adult (single patient use) (color of seal : Yellow), Integral Proximal Airway Pressure Line w/Bacterial/Viral Filter, Six foot corrugated tube with locking bayonet connector, Soft-Seal Mask - Black Neoprene Head Harness			200	Each	620.50	NB
TOTAL for Section 1 :						16,331.99

Section 2: IV/Syringes/Blood		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
9" x 3" IV Arm Board		PRV45004-11-MPG	20	Each	.53	10.60
12" x 3" IV Arm Board		MOR1012-100	20	Each	1.10	22.00
18" x 3" IV Arm Board		PRD45002-11-MPG	10	Each	.71	7.10
14g x 5 1/4" Needle, Becton Dickinson # 382269		BID382269	50	Each	16.13	806.50
B BRAUN Introcan Safety IV Catheter, Universal bevel needle, Passive design for automatic safety activation, Color-coded packaging, 14gauge x 2"		B8M4252S94-02	120	Each	1.47	176.40
B BRAUN Introcan Safety IV Catheter, Universal bevel needle, Passive design for automatic safety activation, color-coded packaging, 16 gauge x 1 1/4"		B8M4252S86-02	500	Each	1.47	735.00
B BRAUN Introcan Safety IV Catheter, Universal bevel needle, Passive design for automatic safety activation, Color-coded packaging, 18gauge x 1 1/4"		B8M4252S60-02	1800	Each	1.47	2646.00
B BRAUN Introcan Safety IV Catheter, Universal bevel needle, Passive design for automatic safety activation, Color-coded packaging, 20gauge x 1 1/4"		B8M4252S35-02	7500	Each	1.47	11,025.00
B BRAUN Introcan Safety IV Catheter, Universal bevel needle, Passive design for automatic safety activation, Color-coded packaging, 22gauge x 1"		B8M4252S19-02	800	Each	1.47	1176.00
18g x 1 1/2" Needle Only 100/bx		B8M465120-02	1	Box	2.32	2.32
20g x 1 1/2" Needle Only 100/bx		B8M46519-02	1	Box	2.32	2.32


Initials of Bidder:

Section 2: IV/Syringes/Blood (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
22g x 1 1/2" Needle Only 100/bx		BBM4660021-02	1	Box	2.32	2.32
23g x 1" Needle Only 100/bx		BBM4657667-02	1	Box	2.32	2.32
1cc 25g x 5/8" Syringe & Needle 100/bx		EXE26044	4	Box	8.80	35.20
3cc Syringe, Luer lock 100/bx		BBM4610303-02	4	Box	4.26	17.04
5cc 22g x 1" Syringe & Needle 100/bx		BBM4610526-02	12	Box	9.90	118.80
10cc Syringe Luer Lock 100/bx		BBM4617100V-02	6	Box	7.99	47.94
30cc Syringe Luer Lock 30/bx	Sold 100/bx \$30.66	BBM4617304F-02	2	Box	9.20	18.40
60cc Syringe Luer Lock 30/bx	Sold 50/bx \$19.95	BBM4617509F-02	2	Box	11.97	23.94
60cc Catheter Tip Syringe, 2oz	Sold 50/bx \$19.95	BBM463503F-02	2	Box	11.97	23.94
Vacutainer Holder	Sold 250/bx \$8.70	BID364815	4000	Each	0.348	139.20
Vacutainer Luer Adapter 100/bx		EXE26537	60	Box	11.57	694.20
Vacutainer Tubes Red top, Plastic, 6.0mL, 100/bx		BID367815	2	Box	18.02	36.04
Vacutainer Tubes Lavender, Plastic 3.9mL, 100/bx		BID367861	2	Box	23.15	46.30
Latex Free Tourniquet, 1" x 18", 25 per roll, color = Blue		BID367203	80	RI	8.60	688.00
Glucometer Test Strips for Abbott OptimumEZ glucose meter, capillary, 100 strip/bx		BTM2763-10420	100	Box	108.99	10899.00
Control solution, tri-level, 1 row 1 mid 1 high per box for Optiu or Precision XTRA		MED90550-05	10	Box	8.52	85.20
Maxi Drip Set, 82" 10GTTW/Bravo 24, Pre-slit Port, Removable 7" Extension, 50/bx		BBM352240	50	Box	81.93	4096.50
Mini Drop Basic Administration Set with One Injection Site, (60 Drops/mL) Control Clamp, injection site 28" above distal end, two-piece male luer lock. Priming Volume: 12mL, Length: 66 in. 50/bx		BBM352237	2	Box	73.15	146.30
5% Dextrose Injection USP-500ml		PAX260063Q	24	Each	1.55	37.20
9% Sodium Chloride Injection USP-1000ml		BAX261324X	2500	Each	1.70	4250.00
9% Sodium Chloride Injection USP-500ml		BAX261323Q	96	Each	1.45	139.20

Initials of Bidder: *QJZ*

Section 2: IV/Syringes/Blood (cont'd)					
Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price	
BBMRS001-01	100	Each	1.37	137.00	
BBMNF9100	50	Each	.96	48.00	
BBM3S2901	8000	Each	1.45	11,600.00	
TOTAL for Section 2 :				119941.28	

Section 3: Bandage/Splints/Tape					
Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price	
DUK502	10	Each	.25	2.50	
DYN3172	10	Each	.61	6.10	
DUK504	20	Each	.45	9.00	
DYN3174	20	Each	1.09	21.80	
KEN8884413605	2	Box	30.52	61.04	
DYN3360	1	Box	3.66	3.66	
EMPH44420	100	Pack	2.24	224.00	
DYN3345	800	Tray	.56	448.00	
DUK545	100	Each	.45	45.00	
DUK645	600	Each	.64	384.00	
MS0MS-11050	200	Each	.19	38.00	
DUK5810	80	Tray	3.26	260.80	
ASOCBD2019-012-000	40	Box	.58	23.20	
MTHMS-27016	40	Each	2.21	88.40	

Initials of Bidder: 

Section 3: Bandage/Splints/Tape (cont'd)

	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Trauma Dressing Sterile 10" x 30"	MS0MS-GZM001	60	Each	.75	45.00
Rapid Heat Instant Heat Pack, Pull Apart Style	1R03S20S4	60	Each	1.23	73.80
Rapid Cold Instant Cold Pack, Pull Apart Style	1R03S2004	240	Each	1.18	283.20
Ferno KED forehead/Chin Strap Replacement set of 2	MOR1478TAN	5	Set	4.80	24.00
54" Padded Board Splint	DKM600S4	6	Each	3.84	23.04
3M Transpore Tape 1" x 10yd 12/bx	3MIS27-1	50	Box	10.09	504.50
2" x 10yd Waterproof Tape Kendall #3267 6/bx	KEN43267C	30	Box	16.89	506.70
Flex-All splint, orange, bendable foam and aluminum splint, 4" x 36" rolled	MTHMS-26011	150	Each	3.29	493.50
One piece foil bunting with hood. Latex Free 17.5"x30" 18 micron/.70 gauge, Sterile	DML650-4006-0600	5	Each	4.27	21.35
TOTAL for Section 3:					3590.63

Section 4: EKG

	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Recording Paper for Physio Control Life Pak 12, 4" wide	LED12394	1000	Each	1.77	1770.00
Medicost Blue Sensor Disposable Electrodes # R-00-S-10 10/pk	AMBR-00-S/10	8000	Pack	3.83	30640.00
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables Kimberly Clark #3112-1730 (pediatrics)	CON3112-1730	20	Each	17.77	355.40
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables Kimberly Clark #3112-1731 (adult)	CON3112-1731	250	Each	15.55	3887.50
FilterLine H Set Adult/Pediatric Medtronic Ref# XS04660	PHC11996-000080	400	Each	16.76	6704.00
Nasal FilterLine Adult Medtronic Ref# XS04664	PHC11996-000081	1200	Each	10.66	12792.00
Highly Conductive Multi Purpose Electrode Gel, 2oz tube	PAR12-02BX	10	Each	1.05	10.50
TOTAL for Section 4:					56,159.40

Initials of Bidder: 

Section 5: EKG Cables	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
LifePack12 Power Adapter Extension Cable Physio Control #11110-000051	P4C11110-000051	10	Each	121.90	1219.00
LifePack12 12-Lead ECG trunk cable with 4-wire limb leads, 5' Physio Control #11110-000018	P4C11111-000018	10	Each	314.28	3142.80
LifePack12 12-Lead ECG Patient Cable, 6-Wire Precordial Lead Attachment, Physio Control #11110-000022	P4C11111-000022	10	Each	125.10	1251.00
LifePack12 QUIK-COMBO Therapy Cable for use with LifePack12 defibrillator/monitor, Physio Control #11110-000040	P4C11110-000040	5	Each	327.60	1638.00
Masimo SET LNC-4 LNCS Patient Cable, 4-foot reusable connector cable, Physio Control #11171-000024	P4C11171-000024	10	Each	193.30	1933.00
Masimo SET LNCS DCIP Reusable Sensor, Multiuse sensor for patients 10-50kg, Physio Control #11171-000018	P4C11171-000018	25	Each	280.95	7023.75
Masimo SET LNCS DCI Adult Reusable Sensor, Multiuse sensor for patients >30kg, Physio Control #11171-000017	P4C11171-000017	25	Each	280.95	7023.75
MNC-1 Adapter Cable (4 foot), allows LifePack 12 defibrillator/monitor with Masimo SpO2 to connect to Nellcor sensors, Physio Control #11196-000198	P4C11996-000198	5	Each	467.60	2338.00
NELLCOR SpO2 Sensor, DS100A, Adult reusable, Physio Control #11196-000060	MA LDS100A-1	25	Each	181.45	4536.25
NELLCOR SpO2 Cable Extension, DEC-4, Reusable, Physio Control #11110-000042	MA DEC4	30	Each	41.12	1233.60
NELLCOR OxiSensor II Disposable Pediatric SpO2 Sensor, Physio Control #11196-000116	P4C11996-000116	100	Each	25.07	2507.00
NELLCOR OxiSensor II Disposable Infant SpO2 Sensor, Physio Control #11196-000115	P4C11996-000115	100	Each	32.57	3257.00
NIBP Adult Cuff for LifePack 12, 14x37.5cm, reusable, Physio Control #11196-000024	P4C11160-000024	10	Each	27.61	276.10
NIBP Small Child Cuff for LifePack 12, 7x21cm, reusable, Physio Control #11196-000021	P4C11160-000023	5	Each	22.85	114.25
NIBP Hose, 9 feet, reusable, Physio Control #11196-000033	P4C11996-000033	10	Each	51.42	514.20
LifePack 12 defibrillator/monitor to PC Serial Port cable, Physio Control #11196-000369	P4C11996-000369	10	Each	253.30	2533.00
LifePack 12 standard hard paddles, Physio Control #11130-000001	P4C11130-000001	2	Each	593.30	1186.60
LifePack 15 Quik-Combo Therapy Cable, Physio Control #11113-000004	P4C11113-000004	10	Each	327.60	3276.00

Section 5: EKG Cables (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Lifepack 15 Masimo Set Red LNCS Patient Cable 4ft, Physio Control #11996-000323		PHC11996-000323	10	Each	192.38	1923.80
Lifepack 15 NIBP Tubing 9ft, Physio Control #21300-007299		PHC21300-007299	10	Each	51.42	514.20
Lifepack 15 Pedi SPO2 Sensor Disposable, Physio Control #11171-000020		PHC11171-000020	100	Each	17.19	1719.00
Lifepack 15 Infant SPO2 Sensor Disposable, Physio Control #11171-000031		PHC11171-000031	100	Each	21.23	2123.00
Reusable Thigh single tube BP Cuff with ML Fitting for use with LP15		ZEFZSC4001C	5	Each	5.42	27.10
TOTAL for Section 5: 51316.40						

Section 6: Microflex Synetron Latex Exam Gloves		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Microflex Synetron Latex Exam Gloves, powderfree Exam Gloves, 50/bx, 10bx/cs, 7.1 mil Cuff Thickness 9.1 mil Palm Thickness, 10.6 mil Finger Thickness, Tensile Strength = 28 before aging (25 After aging), Elasticity = 783% Before Aging (701% after aging), Protein Rating = 60 micrograms or less, Small		MICSy-911-S	60	Box	11.59	695.40
Microflex Synetron Latex Exam Gloves, powderfree Exam Gloves, 50/bx, 10bx/cs, 7.1 mil Cuff Thickness 9.1 mil Palm Thickness, 10.6 mil Finger Thickness, Tensile Strength = 28 before aging (25 After aging), Elasticity = 783% Before Aging (701% after aging), Protein Rating = 60 micrograms or less, Medium		MICSy-911-M	200	Box	11.59	2318.00
Microflex Synetron Latex Exam Gloves, powderfree Exam Gloves, 50/bx, 10bx/cs, 7.1 mil Cuff Thickness 9.1 mil Palm Thickness, 10.6 mil Finger Thickness, Tensile Strength = 28 before aging (25 After aging), Elasticity = 783% Before Aging (701% after aging), Protein Rating = 60 micrograms or less, Large		MICSy-911-L	200	Box	11.59	2318.00
Microflex Synetron Latex Exam Gloves, powderfree Exam Gloves, 50/bx, 10bx/cs, 7.1 mil Cuff Thickness 9.1 mil Palm Thickness, 10.6 mil Finger Thickness, Tensile Strength = 28 before aging (25 After aging), Elasticity = 783% Before Aging (701% after aging), Protein Rating = 60 micrograms or less, Extra Large		MICSy-911-XL	200	Box	11.59	2318.00

Initials of Bidder: 

Section 6: Microflex Synetron Latex Exam Gloves (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
TOTAL for Section 6 :						7699.40

Section 7: Microflex Ultrasense Non Latex Exam Gloves		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Microflex Ultrasense Non Latex Exam Gloves Nitrile Powderfree Exam Gloves(not manufactured from natural rubber latex) 100/bx, 10bx/cs, 2.8 mil Cuff Thickness, 9" Cuff Length, 3.5 mil Palm Thickness, 4.7 mil Finger Thickness, Extra Small		MICUS-220-XS	10	Box	7.92	79.20
Microflex Ultrasense Non Latex Exam Gloves Nitrile Powderfree Exam Gloves(not manufactured from natural rubber latex) 100/bx, 10bx/cs, 2.8 mil Cuff Thickness, 9" Cuff Length, 3.5 mil Palm Thickness, 4.7 mil Finger Thickness, Small		MICUS-220-S	100	Box	7.92	792.00
Microflex Ultrasense Non Latex Exam Gloves Nitrile Powderfree Exam Gloves(not manufactured from natural rubber latex) 100/bx, 10bx/cs, 2.8 mil Cuff Thickness, 9" Cuff Length, 3.5 mil Palm Thickness, 4.7 mil Finger Thickness, Medium		MICUS-220-M	250	Box	7.92	1980.00
Microflex Ultrasense Non Latex Exam Gloves Nitrile Powderfree Exam Gloves(not manufactured from natural rubber latex) 100/bx, 10bx/cs, 2.8 mil Cuff Thickness, 9" Cuff Length, 3.5 mil Palm Thickness, 4.7 mil Finger Thickness, Large		MICUS-220-L	400	Box	7.92	3168.00
Microflex Ultrasense Non Latex Exam Gloves Nitrile Powderfree Exam Gloves(not manufactured from natural rubber latex) 100/bx, 10bx/cs, 2.8 mil Cuff Thickness, 9" Cuff Length, 3.5 mil Palm Thickness, 4.7 mil Finger Thickness, Extra Large		MICUS-220-XL	100	Box	7.92	792.00
TOTAL for Section 7 :						6811.20

Section 8: NeoPro EC 12" Non Latex Exam Gloves		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
PolyChloroprene Powderfree Exam Gloves (not manufactured from natural rubber latex), 50/bx, 10bx/cs, 5.3 mil Cuff Thickness, 11" Cuff Length, 6.1 mil Palm Thickness, 8.0 mil Finger Thickness, Small		MICNEC-288-S	20	Box	10.12	202.40

 Initials of Bidder: 

Section 8: NeoPro EC 12" Non Latex Exam Gloves (cont'd)						
Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price		
MIC NEC-288-M	20	Box	10.12	202.40		
MIC NEC-288-L	20	Box	10.12	202.40		
MIC NEC-288-XL	20	Box	10.12	202.40		
MIC NEC-288-XL	20	Box	10.12	202.40		
TOTAL for Section 8 :				1012.00		

Section 9: Sterile Gloves						
Vendor's Company Item Number	Estimated Annual Quantity	Unit Pricing	Estimated Annual Expense			
Sterile Gloves, Individually packed, ASTM D6319 Standard Specification for Nitrile Exam Gloves for Medical Application, size: 6-1/2, 4 bx/cs, per case	1	Case	NB			
Sterile Gloves, Individually packed, ATM D6319 Standard Specification for Nitrile Exam Gloves for Medical Application, size: 8, 4 bx/cs, per case	1	Case	NB			
Sterile Gloves, Individually packed, ASTM D6319 Standard Specification for Nitrile Exam Gloves for Medical Application, size: 9, 4 bx/cs, per case	1	Case	NB			
TOTAL for Section 9 :				NB		



Section 10: AMBU PERFIT Cervical Collars					
	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Infant	AMB000-264-S01	50	Each	3.96	198.00
Pediatric	AMB000-264-S02	50	Each	3.96	198.00
Regular	AMB000-264-S05	50	Each	3.96	198.00
Neckless	AMB000-264-S03	2000	Each	3.96	7920.00
Short	AMB000-264-S04	100	Each	3.96	396.00
Tall	AMB000-264-S06	20	Each	3.96	79.20
TOTAL for Section 10 :					8989.20

Section 11: AMBU Head Wedge Disposable Head Immobilizer					
	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Must be able to be applied to any size backboard, must be made of 100% plastic components, single slide mechanism that pulls up both side-panels at the same time, re-adjustable side-panel slide mechanism, symmetrical side panels that always stay the same height, be 100% water-resistant, have graphic directions for use printed directly on product, able to be stored "completely" flat, be radiolucent, CT and MRI compatible, include 2 head straps, No substitutions.	AMB000-264-036	2400	Each	5.36	12864.00
TOTAL for Section 11 :					12864.00

Section 12: Miscellaneous Supplies					
	Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Disposable OB Kit, Soft Packaging	MMD1702	20	Each	4.89	97.80
Alcohol Prep Pads, Medium Size 200/bx	KEN5750	200	Box	1.36	272.00
Bite Stick made of high density polyethylene	AME4010T	10	Each	.30	3.00

Initials of Bidder:

Section 12: Miscellaneous Supplies (cont'd)					Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Bulb Syringe, 2oz size					AMSA500S02	10	Each	.34	3.40
Emesis Bags, single use, Clear, Graduate, 1000cc, latex free, rigid collar, automatic seal					MEDNON7000	1000	Each	.41	410.00
Hydrogen Peroxide 16oz Plastic bottle					HYDD0012	96	Each	.57	54.72
Sterile Lubricating Jelly, 5g, 72/bx					DYN1251	5	Box	5.79	28.95
Oxygen Cylinder Handwheel, Metal					ALL002865	10	Each	13.29	132.90
Large Oxygen Cylinder Wrench (aluminum)					TEL5082	5	Each	4.82	24.10
Encono Paramedic Shears Drk Blue 7 1/2"					MS0MS-SH002BL	80	Each	.65	52.00
Disposable Penlight					MTH70100	60	Each	.59	35.40
Single use push button activated, spring loaded, retractable Lancet, 100/bx					SURSLN240	40	Box	9.41	376.40
PVP Surgical Scrub Brush-Sponge 30/bx					GLD3720S3	3	Box	21.31	63.93
METTAG Triage Tags, with Bar code, single part 50/pkg					MTTMT-137	1	Pack	42.61	42.61
Safety control seals, Pull Tite (numbered), 100/pkg					HCL7816	2	Pack	18.95	37.90
Razor, Medline Fixed Head, 100/bx					MEDDYN010837	2	Box	40.00	80.00
100% Acrylic Cot Blanket, 60" x 84", Blue					ASHPX100	10	Each	4.93	49.30
Oxygen "D" Cylinder Gasket, Brass w/Rubber Center Sold 24.50					MEPAREG-100W050	5	Each	.49	2.45
Disposable Probe Cover for SureTemp Plus Thermometer, 25/bx					WJA05031-101	20	Box	1.03	20.60
Heavy Duty Ring Cutter					AME380	5	Each	12.04	60.20
Paper drape sheet, 40" x 84" Sold 48/c5 \$24.96					GRA329	10	Each	.52	5.20
Tongue Depressor, Adult, Sterile Sold 100/bx \$2.50					EMP1000-6S	20	Each	.025	.50
Cotton Tip Applicator, 6", Sterile, 2/pkg Sold 100/pkg \$2.50					DYN430S	20	Pack	.025	.50
TOTAL for Section 12:									1853.86

Initials of Bidder:

Section 13: Infection Control		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Sharps shuttle 6" long, 1.1" diameter, 24/bx		KEN8301	5	Box	39.41	197.05
Bemis bio hazard box wall safe type Bemis #150-020		BEM150020	200	Each	4.18	836.00
Wrap around goggles with indirect shield-vent		GIF9675	5	Each	1.26	6.30
Clear lens safety glasses, anti-fog, contemporary styling, ANSI Z87.1 compliant		KLC25679	10	Each	3.58	35.80
Fluid shield mask with clear visor, anti-fog, 2" wrap around, ear loops 25/bx		DUK1560	1	Box	12.93	12.93
Inovel medical N95 respirator, all sizes, must meet CDC guidelines for tuberculosis exposure control in addition to NIOSH and CDC standards for N95 protection against airborne pathogens 24/pk		MA151 MS N95	2	Pack	24.24	48.48
TOTAL for Section 13:						1136.56

20.20


Section 14: Capitals		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Lifepack 12 basic carry case, to include Shoulder strap, right pouch, left pouch, and front cover, Physio Control #11260-00030		PHC11260-000030	5	Each	270.47	1352.35
Lifepack 12 back pouch for carry case, Physio Control #11260-000029		PHC11260-000029	5	Each	113.33	566.65
Lifepack 12 top pouch for carry case, Physio Control #11220-000028		PHC11220-000028	5	Each	47.60	238.00
Lifepack 12 replacement shoulder strap, Physio Control #11260-000037		PHC11260-000037	5	Each	29.52	147.60
Aneroid Sphygmomanometer, infant, Nylon cuff, minimum 10 year calibration Warranty, with zippered carry case		VRD02-1084	5	Each	5.06	25.30
Aneroid Sphygmomanometer, pedi, Nylon cuff, latex, minimum 10 year Calibration warranty, with zippered carry case		VRD02-1083	5	Each	5.06	25.30
Aneroid Sphygmomanometer, adult, Nylon cuff, latex, minimum 10 year Calibration warranty, with zippered carry case		VRD02-1081	10	Each	5.06	50.60
Aneroid Sphygmomanometer, large adult, Nylon cuff, latex, minimum 10 year Calibration warranty, with zippered carry case		VRD02-1082	5	Each	5.06	25.30

Initials of Bidder

Section 14: Capitals (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Aneroid Sphygmomanometer, thigh, Nylon cuff, latex, minimum 10 year Calibration warranty, with zippered carry case		VRD02-1085	5	Each	5.58	27.90
Adult full arm splint Fracture-Pak			10	Each	—	NB
Adult full leg splint Fracture-Pak			10	Each	—	NB
Ankle/Elbow splint Fracture-Pak			10	Each	—	NB
Pedi full arm splint Fracture-Pak			10	Each	—	NB
Pedi full leg splint Fracture-Pak			10	Each	—	NB
Greenline/D disposable fiber optic Laryngoscope handle, medium		MSMS-46003	20	Each	34.27	685.40
V Vac manual suction starter kit, Laerdal #985000, includes handle, 2 Replacement cartridges, short suction Catheter with adapter tip, double male connector and directions		WAE985000	5	Each	11.98	389.90
Oxygen flow meter with Ohmeda QC Adapter 1-15LPM		PRM8MFA1005	10	Each	33.90	339.00
Sprague Rappaport stethoscope, blue, 22", Adult and pediatric diaphragm, 3 bells, latex free		VRD05-11001	20	Each	4.70	94.00
CPAP starter kit promo w/CPAP unit, 1 breathing circuit with harness, back pack, Medium mask			2	Each	—	NB
Oxygen/Ventilator bag, yellow, D size, ProPak, #SA:06			2	Each	—	NB
Ohmeda Male and Ohmeda Female quick connect w/6" hose			5	Each	—	NB
Thermometer, electronic, SureTemp Plus Model 690		WJA01690-200	2	Each	239.30	478.60
Probe and well kit, rectal 4', for SureTempPlus 690 thermometer		WJA02892-000	5	Each	70.80	354.00
Probe and well kit, oral, 4', for SureTempPlus 690 thermometer		WJA02893-000	5	Each	70.80	354.00
Restraint strap seat belt buckle loop end, Black, 2 piece, 5'		DKM111S2BK	10	Each	6.28	62.80
Restraint straps chest system, black, nylon, Metal push button, loop ends		MOR128SBK	10	Each	23.20	232.00
Oxygen cylinder with toggle, aluminum, D size		MEPK870MBT	5	Each	48.10	240.50
Oxygen regulator/pressure reducer, brass, CGA 540 2800-R-2		1402800-R-2	10	Each	80.62	806.20
Oxygen regulator, DISS 1BARB 0-25 LPM		MEPAREG87AS-B2D	10	Each	29.93	299.30

Initials of Bidder:

Section 14: Capitals (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Stretcher, wheeled, easy-fold			2	Each	—	NB
Megamover plus transport unit, 40x80 Nonwoven ply gret w/backboard pockets, 1500 lb capacity		GRA 53376	5	Each	21.18	105.90
Break-apart stretcher, aluminum, w/3 Patient restraint straps, minimum load Capacity 400 lb		JUNJSA 400	2	Each	524.12	1048.24
LP15 Standard Carry Case with Right & Left Pouches, Physio Control #11577-000002		PHC11577-000002	5	Each	270.47	1352.35
LP15 Rear Pouch for carry case, Physio Control #11260-000039		PHC11260-000039	5	Each	69.50	347.50
LUCAS 2 Disposable Suction Cup, 3/pk, Physio Control #11576-000046		PHC11576-000046	2	Pack	125.71	251.42
LUCAS Patient Strap, Physio Control #11576-000050		PHC11576-000050	6	Each	91.42	548.52
LUCAS Stabilization Strap, Physio Control #21996-000064		PHC21996-000064	6	Each	85.70	514.20
LUCAS Standard Back Plate, Physio Control #21996-000044		PHC21996-000044	2	Each	—	NB
Replacement Ankle Hitch for QD3 & QD4 Traction	NOT AVAILABLE	PAR1124200	5	Each	13.83	69.15
Oxygen cylinder with toggle, aluminum, C size		MEP880M9T	5	Each	42.45	212.25
S-Scort "ten" replacement battery, SN 3000 and below			5	Each	—	NB
S-Scort Quickdraw replacement 12V rechargeable battery, Sealed Lead Acid			5	Each	—	NB
Traction splint w/aluminum ratchet, Adult QD-4		PAR1126524	2	Each	189.50	375.00
Traction splint w/aluminum ratchet, child QD-3		PAR1126522	2	Each	189.50	375.00
Traction splint w/aluminum ratchet, Combination QD-3 and QD-4		PAR1126726	2	Each	358.97	717.94
Kendrick CODE 1 vest, green		MS0MS-ED2253	5	Each	49.40	247.00
S-Scort "ten" port suction unit w/charging shelf and power cord			2	Each	—	NB
S-Scort "ten" replacement battery, SN >3001 and above			5	Each	—	NB
S-Scort Quickdraw w/spare battery, rechargeable 12V sealed lead acid			2	Each	—	NB
Clipboard, 8.5" x 14" 6/cs Style-A holder		SAU10019	5	Each	24.08	120.40
L/A Rescue cervical collar bag, 24"L x 11"H x 5"W			5	Each	Exclusive	


Initials of Bidder: 

Section 14: Capitals (cont'd)		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Trauma/Air management bag III, 26" x 18.5" x 12.5", blue, Ferno #5111		PER0819802	5	Each	285.35	1426.75
TOTAL for Section 14:						14306.02

Section 15: Medication		Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Adenosine 6mg/2mL (3mg/mL) 2mL Single dose			50	Each		
Adenosine 12mg/4mL (3mg/mL) 4mL Single dose			60	Each		
Acetaminophen 15mL Infant Drops (80mg per 0.8mL)			40	Each	—	NB
Aspirin 81mg Tablets 36/bottle			60	Each		
Atropine Sulfate 18g x 1 1/2", 0.1mg/mL, 10mL Prefilled Syringe with protected needle			200	Each		
Atrovent Solution 0.5mg, 2.5mL			600	Each		
Diphenhydramine 50mg/mL, 1mL Vial			80	Each		
Activated Charcoal 50g, 240mL			30	Each		
Dextrose USP 50%, 18g protected needle, 25grams (0.5g/mL)			400	Each		
Diazepam Injection 10mg (5mg/mL) 2mL Single Dose			200	Each		
Dopamine HCL in 5% Dextrose, 500mL IV Bag-800mg			5	Each		
Epinephrine 1:1000, 1mg/mL, 1mL Single dose			50	Each		
Epinephrine 1:10,000, 18g, 1/2" (0.1mg/mL) 10mL Prefill Syringe with protected needle			800	Each		
Amidate (Etomidate Injection), 20mg (2mg/mL), 10mL Single Dose Ampule			50	Each		
Fentanyl Citrate Injection USP, 250mcg (0.05mg per mL) in 5mL luer lock syringe			200	Each		
Glucagon 1mg Lilly Kit Red Box 2050A			40	Each		
Glucose 37.5g Unit dose tube			200	Each		
C3 Ketamine 5mg/ml 10ml / controlled			50	Each		

Initials of Bidder: *AL*

Section 15: Medication (cont'd)					Company Item Number	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price
Lasix 40mg, 10mg/mL in 4mL Prefill Needleless Syringe						100	Each		
Lidocaine 2% with male luer lock prefilled syringe, 100mg/5mL						200	Each		
Lidocaine 2g in 500mL D5W						50	Each		
Magnesium Sulfate 50%, 1g/2mL Vial						20	Each		
Midazolam 2mg, 2mL single dose						50	Each		
Morphine Sulfate Injection, USP 1mg/mL, 10mL single dose						100	Each		
Naloxone 2mg/2mL - 2mL Pre-filled Syringe						100	Each		
Nitroglycerin Ointment, 2%, 30g Tube						20	Each		
Nitrolingual Spray, 4.1g, 400mcg per Spray, 90 sprays per can						5	Each		
Norcuron with diluent (Vecuronium bromide) for Injection, 10mg (1mg/mL in 10mL)						20	Each		
Pepsid 20mg Tablet, Unit Dose						40	Each		
Albuterol Sulfate, USP Inhalation Solution, 0.083%, 2.5mg/3mL (0.83mg/mL), 25/bx						32	Box		
Sodium Bicarb 8.4%, 50mEq, 50mL Prefilled luer lock syringe						160	Each		
0.9% Sodium Chloride, 5mL in 5mL luer lock syringe						8000	Each		
Solumedrol 125mg, 2mL Acto-vial						200	Each		
Tetracaine Hydrochloride Ophthalmic Solution, 1/2%, 1mL Single Dose Units, 12/bx						1	Box		
Thiamine 100mg/mL in 2mL Single dose vial						200	Each		
Carpuject Injector						20	Each		
Ondansetron 4mg 2ml VIAL						200	Each		
Mucosal Automation Device, Nasal/Oral, Latex free, 3mL Syringe						50	Each		
TOTAL for Section 15 :									

Initials of Bidder: 

CONTRACT SHEET
B15-011

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 2nd day of September, 2014,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
Midwest Medical Supply Co. LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Medical Supplies** which are
hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and
described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11th day of October, 2014.

By: Robert Hebert Fort Bend County, Texas
Robert Hebert, County Judge

By: JoAnn Rudd
Signature of Contractor

By: JoAnn Rudd, EMS Specialist
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #	05-396-8590
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	Midwest Medical Supply Co., LLC		
Remittance Address	PO Box 955588		
City/State/Zip	St Louis, MO 63195-5588		
Physical Address	13400 Lakefront Drive		
City/State/Zip	Earth City, MO 63045		
County	Fort Bend County Other: St Louis		
Phone/Fax Number	Phone: 888-540-3232 Fax: 800-545-0065		
Contact Person	JoAnn Rudd		
E-mail	JoAnn.Rudd@mmsmedical.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).			

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

JK

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Midwest Medical Supply Company, LLC	
	Business name/disregarded entity name, if different from above MMS/MMS A Medical Supply Company/Saint Louis Homecare INC./ A.O.S., INC.	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P <input type="checkbox"/> Other (see instructions) ▶	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 13400 Lakefront Drive City, state, and ZIP code Earth City, MO 63045		Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
				-			-		
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 7/1/2014
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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



Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Midwest Medical Supply Co., LLC

Mailing Address: 13400 Lakefront Drive Earth City, MO 63045

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☒ I certify that Midwest Medical Supply Co., LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Earth City, MO.
[Company Name] [City and State]