

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (the "Contract") for the City of Alpharetta is made and entered into and is effective July 11, 2023, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 (the "City"), and **HENRY SCHEIN, INC**, a foreign profit corporation with its principal office located at 135 Duryea Road, Melville, NY 11747 (the "Contractor"). The City and the Contractor are sometimes referred to in this Contract collectively as the "Parties."

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-110 dated March 23, 2023 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated April 19, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal and are further defined and governed by this Contract (the "Work"), and, in general, include the following:

The supply and provision, on an as-needed basis, of emergency medical equipment and supplies to the City's Public Safety Department. The Contractor shall supply and provide to the City the products and services set forth in the Contract Documents at the firm, fixed prices stated in **Exhibit "A"** hereof pursuant to purchase orders placed by the City's designated representatives authorized to act on its behalf ("City's Designated Representatives"). The City's Public Safety Director will provide the names of the City's Designated Representatives to Contractor in writing with specific reference to this Contract. The Contractor warrants that all goods and products furnished under this Contract will be new, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor will supply all goods/products and furnish all labor, materials, and other incidentals to fully perform the Work, as requested from time to time by the City.
3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A"**; however, no guarantee is made as to the minimum number of purchases from the Contractor or the minimum amount to be spent annually with the Contractor. All prices established in Exhibit "A" shall be firm for the initial term of this Contract. Price changes for any renewal term shall be presented to the City for acceptance or rejection within thirty (30) days of any renewal term taking effect. Price changes shall be based on manufacturer's price increases and decreases and accompanied by supporting documentation.

The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: Public Safety Payable
pspayable@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.

- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the Parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing September 1, 2023, and terminating August 31, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting September 1, 2023, and ending at 11:59 p.m. (Eastern Time) August 31, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from September 1, 2023, through 11:59 p.m. (Eastern Time) on August 31, 2024, ("Initial Term") and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) August 31 of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.
- (c) The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.
- (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
- (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Contractor, incorporated herein as Exhibit "A," and accepted/awarded by the City. In the event of any manufacturing cost changes, as provided in Section 3 *supra*, within thirty (30) days of any renewal term taking effect, Contractor shall submit all price changes to City for acceptance or rejection and Contractor shall provide supporting documentation of any price increase or decrease from manufacturer. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term,

except as provided below. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.

- (f) All prices in the Contractor's proposal shall be firm for the Initial Term. All price changes for the renewal term(s) shall be presented to the City for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer.
6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.
7. Representations and Warranties. Contractor represents and warrants that Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity.
8. Covenants. Contractor covenants that:
- (a) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants,

architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

9. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.
10. Insurance.
- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', negligent performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.
12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor was a party to this Contract.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, or other documents (the "Work Product"), the City shall be deemed the owner of the original

of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747
Attn: General Counsel

(b) If to the City, at the following address:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: John Robison
jrobison@alpharetta.ga.us

(c) With a copy to Coordinator:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attention: Stephanie Cochran
scochran@alpharetta.ga.us

(d) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the

subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

19. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein and constitutes the sole and entire agreement between the Parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on September 1, 2023, and terminating at midnight on August 31, 2024, without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers

written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. All price changes for the renewal term(s) shall be presented to the City of Alpharetta for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. Nothing stated herein shall obligate the City to extend this Contract beyond the Initial Term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The Parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all Parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees,

contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia statutes.

- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

(Signatures on following page)

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies
CONTRACT NO. 23-110B

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____ Jim
Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

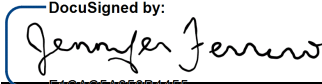
Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

HENRY SCHEIN, INC

By:  _____
Jeff Klingler,
VP & GM, Enterprise Health
Authorized Signer

Attest:

By:  _____
Jennifer Ferrero,
Corporate Secretary

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

EXHIBIT "A"

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name ___Henry Schein, Inc. ___
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4		\$ 124.60
3M 1860 N95 Particulate Respirator Mask, Regular		\$ 98.52
3-Way Stopcock, 0.26mL, Spin-lock Connector		\$ 0.63
Adjustable PEEP Valve, 5-20mg H2O, 19mm		\$ 2.89
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black	Henry Schein 603BKHS	\$ 24.39
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial	sold 100/bx \$12.56	\$ 0.13
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*	B Braun R5001-01	\$ 47.04
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L	sold 50/cs \$217.50	\$ 4.35
ARS® Needle Decompression Kit, 14 Gauge		\$ 8.33
Asherman Chest Seal, 5.5 dia		\$ 9.93
Assure® Prism Multi Control Solution	FORA GD20 GD20FCS01	\$ 4.30
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped	FORA GD20 GD20FFWS50	\$ 15.73
Band-Aid® Adhesive Bandage, 1in x 3in	Henry Schein 1126133	\$ 1.53
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge		\$ 14.50
Butterfly Safety Scalp Vein Set	Henry Schein 5700734, 23g	\$ 41.06
Combat Application Tourniquet, Tactical Black		\$ 22.92

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Item Name	Alternate Brand Name	Unit Price
Conforming Non-sterile Stretch Gauze Bandage, 4in		\$ 11.76
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	3M 1527S-1, sold 100/bx \$29.00	\$ 0.29
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	Motion 1832, sold 25/cs \$98.50	\$ 3.94
Curaplex® DART with 3CC Syringe	Teleflex MAD100	\$ 7.70
Curaplex® Disposable Pen Lights	Unitedmed UM-1211801, sold 6/pk	\$ 0.53
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm	Leonhard Lang 12394, sold 5/pk \$11.85	\$ 2.37
Curaplex® Fingertip SPO2 Monitor, Lightweight	Veridian 11-50K	\$ 15.73
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL		\$ 289.00
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	Motion 1307, sold 50/cs \$175.50	\$ 3.51
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	NO BID	
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	Unitedmed UM-0211701	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	Unitedmed UM-0211703	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	Unitedmed UM-0211702	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	Unitedmed UM-0211705	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	Unitedmed UM-0211704	\$ 1.34

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Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	Unitedmed UM-0211704 same as above	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	Unitedmed UM-0211707	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	Unitedmed UM-0211706	\$ 13.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	Unitedmed UM-0211706	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	Unitedmed UM-0211708	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	Unitedmed UM-0211711	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	Unitedmed UM-0211710	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	Unitedmed UM-0211710, same as above	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	Unitedmed UM-0211712	\$ 1.34
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium	Maco FO8101	\$ 28.36
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite	Maco FO8102	\$ 29.20
Curaplex® Select Nasopharyngeal Airway, 19FR	NO BID	
Curaplex® Select Nasopharyngeal Airway, 20FR	Dynarex 36275	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 26FR	Dynarex 36278	\$ 21.40
Curaplex® Select Nasopharyngeal Airway, 26FR	Dynarex 36278	\$ 21.40

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Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Nasopharyngeal Airway, 28FR	Dynarex 36279	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 28FR	Dynarex 36279 same as above	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 30FR	Dynarex 36280	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 32FR	Dynarex 36281	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	Dynarex 36282	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	Dynarex 36282 same as above	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 36FR	Dynarex 36283	\$ 20.90
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter	NO BID	
Dynarex® Instant Hot Pack, 5in x 9in, Case of 24	Dick Medical 7800M, sold 24/cs \$17.04	\$ 0.71
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue		\$ 5.06
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Henry Schein 1127163	\$ 190.80
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Henry Schein 1127163, same as above	\$ 19.08
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire		\$ 35.04
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	Henry Schein 1127165	\$ 19.08
EMS Field Guide ALS Version, 20th Edition		\$ 22.99

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Item Name	Alternate Brand Name	Unit Price
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in		\$ 0.27
G3 Breather Pack, Green		\$ 242.56
G3 Tidal Volume Emergency Oxygen Pack, Green		\$ 192.83
Gauze Pad, 12-ply, 4in x 4in		\$ 1.91
Gauze Sponge, 8-ply, 4in x 4in	Dynarex 3242, sold 200/bg \$2.89	\$ 8.67
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2		\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	same as above	\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4		\$ 65.40
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3		\$ 65.40
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0		\$ 3.27
High Efficiency Filter Kit *Manufacturer Backorder*		\$ 18.48
i-gel® Supraglottic Airway, Size 3, Small Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 4, Medium Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult	same as above	\$ 25.94

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Item Name	Alternate Brand Name	Unit Price
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0		\$ 52.50
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk	sold 50/bx \$12.60	\$ 0.21
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3		\$ 40.00
King Vision™ Reusable Video Laryngoscope Digital OLED Display		\$ 1,111.00
Littmann® Master Cardiology™ Stethoscope, 27in L, Black		\$ 250.12
Lubricating Jelly, 2.7g, Clear		\$ 5.95
Luer Lock Tip Hypodermic Syringe without Needle, 5cc	sold 100/bx \$7.83	\$ 0.08
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in		\$ 4.88
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe		\$ 6.77
Magill Forceps, Adult		\$ 4.50
MegaMover® 1500, White	Unitedmed UM-0611602	\$ 86.00
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in	sold 50/pk \$42.50	\$ 0.85
Neotech Meconium Aspirator, Clear		\$ 234.00
O2-RESQ™ CPAP Valve, 10cm, Green	sold 10/bx \$106.00	\$ 10.60
O2-RESQ™ CPAP Valve, 15cm, Red	sold 10/bx \$106.00	\$ 10.60
O2-RESQ™ CPAP Valve, 2.5cm, White	DISCONTINUED	

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Item Name	Alternate Brand Name	Unit Price
O2-RESQ™ CPAP Valve, 5cm, Blue	sold 10/bx \$106.00	\$ 10.60
Olaes Modular Bandage, 6in		\$ 16.83
One-piece Bite Stick, Green	sold 10/pk \$2.85	\$ 0.29
Patient Strap, Pair	NO BID	
Pelican 1440 Protector Top Loader Case with Foam, Black	NO BID	
Plain Penlight, 5in L x 0.5in dia.	sold 6/pk \$3.18	\$ 0.53
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant	NO BID	
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	sold 100/bx \$23.00	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	sold 100/bx \$23.00, same as above	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red	sold 100/bx \$23.00	\$ 0.23
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub	sold 100/bx \$3.15	\$ 0.03
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr	NO BID	
Safetec® Ammonia 15-30% Strength Inhalant Towelettes		\$ 2.44
Safety Lancet, 21ga x 2.2mm D	sold 100/bx \$4.75	\$ 0.05

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Item Name	Alternate Brand Name	Unit Price
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	Dynarex Actisplint 3528, sold each \$3.00	\$ 180.00
SAM® XT Extremity Tourniquet, Tactical Black		\$ 25.86
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue	MedSource MS-B3321	\$ 75.15
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red		\$ 70.20
SharpSafety Transportable Sharp Container, 1qt, Red		\$ 79.40
Sodium Chloride 0.9%, 1000ml IV Bag		\$ 3.38
Sodium Chloride 0.9%, 100mL Bag		\$ 2.53
Sodium Chloride 0.9%, 250mL Bag		\$ 3.31
Spear - Simplified Pneumothorax Emergency Air Release		\$ 28.04
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter		\$ 66.60
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve	sold 6/cs \$94.32	\$ 15.72
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve		\$ 12.61
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	Ambu 000281106	\$ 4.56
Stifneck® Select™ Extrication Collar, Adult	Ambu 000281000	\$ 4.56
SurgiLance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D	Henry Schein 9007980, sold 100/bx \$4.75	\$ 71.25

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Item Name	Alternate Brand Name	Unit Price
SWAT™ Tourniquet, Rescue Orange		\$ 10.16
Triangular Bandages, 40in x 40in x 56in		\$ 0.34
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape	sold 100/bx \$34.40	\$ 0.34
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green		\$ 76.50
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink		\$ 1.53
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue		\$ 1.53
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow		\$ 1.53
Window Punch, Aluminum Barrel, Center		\$ 7.26
Wound Simulator Gen2	North American Rescue 93-0069	\$ 377.61
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp	Masimo 25639 , 25650 and 25654	\$ 5,543.33
Offeror's Name:	Henry Schein, Inc	
Address:	135 Duryea Rd Melville, NY 11747	
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Jeff Klingler, VP & GM, Enterprise Health	
Contact Info - Phone Number:	800-845-3550	
Contact Info - Email Address:	EMSBids@Henryschein.com	