

INVITATION TO BID 20-074B

MATANUSKA-SUSITNA BOROUGH
PURCHASING DIVISION
PALMER, ALASKA



BIDDING AND CONTRACT DOCUMENTS FOR

Furnish Medical Items

OPENING DATE & TIME: January 8, 2020 @ 4:30 PM

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ADVERTISEMENT

MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Ave.
Palmer, Alaska 99645

A D V E R T I S E M E N T

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	November 27, 2019
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

MATANUSKA-SUSITNA BOROUGH
REQUEST FOR BID #20-074B

Furnish Medical Items

The Matanuska-Susitna Borough is soliciting bids from qualified suppliers to Furnish Medical Items which must meet the specifications contained in the scope of work and bid documents.

Bid documents are available beginning **November 27, 2019** from the Purchasing Division, Matanuska-Susitna Borough, 350 E. Dahlia Ave., Palmer AK 99645. For information call (907) 861-8601, Fax (907) 861-8617, or e-mail purchasing@matsugov.us. This bid document will be available for free on the internet at www.matsugov.us.

Deadline for Questions: **December 23, 2019 @ 5:00 PM**

Bids open: **January 8, 2020 @ 4:30 PM in the Purchasing Division**

Bids must be received in the Purchasing Division prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp in the Purchasing Division.

Each sealed bid must be received before the date and time due and must be marked with the appropriate Bid Number to be considered.

Persons needing accommodation in order to participate should contact the borough ADA coordinator at (907) 861-8404.

The Matanuska-Susitna Borough reserves the right to accept or reject any or all bids, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

Date: 11/26/19	Approved by: Signature on File
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DEPARTMENT ACCOUNT NUMBER: **100.160.334.422.000**

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully, the Bidding Documents before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The Borough assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement, and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.

If material required for bidding purposes by these documents is absent, the bidder is required to notify the Purchasing Officer by facsimile (907) 861-8617, or by e-mail to purchasing@matsugov.us.

Any interested party submitting a bid/proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available off of the MSB Purchasing Division web page. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the Purchasing Officer promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing, email, or fax to the Purchasing Officer and shall arrive at least five (5) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a prebid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the prebid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the borough's Purchasing Officer. Questions or requests for clarification directed to any other member of the borough staff may be grounds for rejection of bid as being irregular.

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Purchasing Office. Addendum will be issued by facsimile, e-mail, and/or U.S. Mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual signature must sign each Bid in longhand, preferably in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on bottom left corner. Bids may be faxed only if specifically stated in bid documents.

Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

04. DIRECTIONS FOR DELIVERY OF BIDS

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough
Purchasing Division
350 East Dahlia Avenue
Palmer Alaska 99645-6488

05. BIDDERS CHECK LIST

A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

06. RECEIPT AND OPENING OF BIDS

Bids shall be submitted to the Purchasing Division and must be received prior to the time fixed for opening of bids to be considered. Late Bids will not be considered. Time of Bid receipt will be determined by time stamp of the Purchasing Division.

Facsimile or other electronic transmitted bids will not be considered. Modification by facsimile of Bids already submitted will be considered if received by the Purchasing Officer at or prior to the time of Bid opening fixed in the Invitation to Bid. Facsimile modifications shall not reveal the amount of the original or revised Bid.

No liability will attach to the Borough for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

Bids may be withdrawn on written or facsimile request received from Bidder prior to the time specified for Bid opening.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

07. EVIDENCE OF QUALIFICATIONS

Upon request of the Owner, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the Owner satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Agreement.

08. BIDDER QUALIFICATIONS

Before the Bid is considered for award, the Purchasing Officer reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The Purchasing Officer shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel and financing.
- The Bidder's past performance under Borough Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, the Bidder may be determined as a non-responsible Bidder.

A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the Borough shall have the right to terminate the Agreement for the Contractor's breach, and the Borough may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, borough code or as appropriate.

Any determination that a Bidder is non-responsible will be made by the Purchasing Officer. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

09. ACTION ON BIDS

The Borough reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding or award of the Agreement.

Unless otherwise stated in the Bidding Documents, a purchase order, if awarded, shall be issued to the responsible Bidder who submits the lowest responsive Bid. When the Bidding Documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

When the Bidding Documents contain a base bid and additive alternates, the low Bidder will be determined by the total of the lowest base bid and any alternates to be awarded. Additive alternates will be exercised at the option of Owner. Owner may select all, none, or any combination of Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

When the Bidding Documents contain deductive alternates, the low Bidder will be determined by the lowest base bid. If the lowest base bid exceeds the funds available, the low Bidder will be determined by the total of the base bid and any deductive alternates selected. Owner may select all, none, or any combination of Deductive Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

The amount of the purchase order shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the Purchasing Officer and specified in the Agreement.

On all Bids, Notice of Intent to Award or rejection will be given within **sixty (60)** days of Bid opening. The notice will be in writing and signed by the Purchasing Officer. A Notice of Intent to Award, and no other act of the Borough or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to perform on the resultant purchase order.

When vendors and/or contractors propose equal pricing (or tie bids), bids will be reviewed by the Purchasing Officer to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

10. INSURANCE

See insurance requirements contained within the Terms and Conditions.

11. ESTIMATES OF QUANTITIES APPROXIMATE ONLY

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" given under the heading "Bid Form" are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The Owner does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

12. EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted shall be issued a purchase order. The Bidder shall furnish the required insurance within five (5) working days after Notice of Intent to Award is issued if required. The purchase order shall be considered fully executed when the purchasing officer signs the purchase order. The purchase order shall be governed by the terms and conditions set forth within this solicitation.

13. CONTRACTOR'S WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIAL PROVISIONS. This warranty shall require the Contractor to remedy promptly, without cost to the Owner, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the Borough Representative, is of such nature as to demand immediate repair, the Borough shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

14. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS

- A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the Borough which has not been remedied within 10 calendar days of receipt of written notice.
- B. The Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.
- C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an Agreement between the Borough and the same.

15. BID PROTESTS

Within 2 (two) days of service of the Purchasing Officer's determination of the apparent successful bidder, a bidder who wishes to protest the determination shall lodge a protest with the Purchasing Officer. The protest shall be in writing on a form provided by the Purchasing Officer. The protest shall describe with particularity the alleged errors in the award recommendation. The Purchasing Officer shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be downloaded from the Borough's web site at www.matsugov.us, selecting "Services", then selecting "Forms" under Forms and Documents, then selecting "Purchasing Forms". A copy can also be obtained by contacting the Purchasing Division at (907) 861-8601.

In order to receive notice of the apparent successful bid, the Bidder must provide the borough with a facsimile number. It is the responsibility of the Bidder to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful bidder is issued and the period in which protests can be filed.

16. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all businesses conducting business within the boundaries of the Borough have a current business license issued by the Borough. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of this borough code and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling (907) 861-8632. MSB '3.36.040.

17. PROCEDURES FOR AWARD

Purchase Order(s) shall be awarded by written notice issued by the Purchasing Officer to the lowest qualified, responsive, and responsible Bidder, provided that, if the lowest bids are approximately equal, local bidder preference may be applied.

18. LOCAL BIDDER PREFERENCE

Purchase orders shall be awarded to the lowest qualified, responsive and responsible Bidder, provided that, if the lowest bids are approximately equal, that is, within the lesser of \$2,000 or 5 percent of each other, preference may be given to local Bidders who maintain and operate businesses within the boundaries of the Borough. MSB 3.08.240

19. QUALIFIED AND RESPONSIBLE BIDDER

The Borough reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the Borough's sole discretion, if the Bidder is a qualified vendor. Past dealings with the Borough and other government agencies will be considered in determining if the Bidder is a responsible vendor.

20. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

21. LICENSE REQUIREMENTS

All Contractors and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska's licensing requirements for performing work under this contract.

22. DESCRIPTIVE LITERATURE

- A. "Descriptive literature" means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in this solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.
- B. Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in the solicitation for receipt of bids. Failure to submit descriptive literature on time may, at the discretion of the Purchasing Officer, may require rejection of the bid.

- C. The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation may, at the discretion of the Purchasing Officer, require rejection of the bid.

23. SPECIAL PROVISIONS

- A. Any bid not meeting the requirements of this Solicitation may be considered non-responsive.
- B. Unless otherwise provided for elsewhere in this solicitation, the F.O.B. Destination for this solicitation is:

Matanuska-Susitna Borough		Matanuska-Susitna Borough
350 East Dahlia Avenue	or	Station 5-1
Palmer, Alaska 99645		1911 South Terrace Court
		Palmer, Alaska 99645

Any bid quoting other than F.O.B. Destination will be considered non-responsive.

- C. Bid may not be withdrawn for a period of sixty (60) days from the date of bid opening.
- D. Period of performance will be from **contract execution through June 30, 2021**. The period of performance may be extended for three (3) additional one (1) year periods by mutual agreement by both parties.

24. MILEAGE AND PER DIEM (RESERVED)

25. FLOW DOWN PROVISIONS

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION III

SPECIFICATIONS/SCOPE OF WORK

See Bid Form

SECTION IV

BID FORM

SPECIFICATIONS / BID FORM
SOLICITATION # 20-074B
Furnish Medical Items

Having carefully examined the Invitation to Bid and Bid Specifications to furnish Medical Supplies for use by the Matanuska-Susitna Borough Emergency Services, the undersigned hereby proposes to furnish the items as hereafter bid for delivery to the Borough Receiving Department at 350 East Dahlia Avenue, Palmer, Alaska 99645. Each item is warranted for the intended use. **Base Bid years (Contract Execution - June 30, 2021)**. In the Space marked "Quantity Discount," indicate any quantity discounts that may be offered. This should be indicated by the quantity required to receive a discount, followed by the unit price if such quantity is ordered. As an example, if the normal "Unit Price" for an item is \$2.00, but if we order 5 or more, the unit price drops to \$1.90, the "Unit Price" block would indicate "\$2.00" and the "Quantity Discount" block would indicate "5 @ \$1.90". Award will be made to the lowest responsive and responsible bidder which meets the specifications for each Bid Item.

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
1.	Reeves Flexible Stretcher, Lt Weight 79" x 28", Color: Orange Part # _____				
2.	Splint, traction, Sagar, adult, bilateral, NO EXCEPTIONS Combo Adult/Pedi Part # _____				
3.	Disposable, Pedi, IV arm board Part# _____				
4.	Scoop Stretcher, X-ray Safe, FERNO 65-XL. NO EXCEPTIONS Part # _____				
5.	Portable Transport, "Mega Mover Plus "40" x 80". Color: White NO EXCEPTIONS Part # _____				
6.	Splint, Traction, CT-EMS Civilian Version Pedi-Adult "Faretech" NO EXCEPTIONS Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
7.	Strap, Speed Clip (4 ½ feet), Color: Orange, Yellow, or Maroon. Button type release, clip must fit large diameter pins in pinned backboards. Part # _____				
8.	Laerdal Stifneck Pedi-Select Extrication Collar, Latex Free; Adult Part # _____				
9.	Laerdal Stifneck Pedi-Select Extrication Collar, Latex Free; Pediatric Part # _____				
10.	Head Immobilizer, "Multi-Grip". Part # _____				
11.	Pelvic Stabilizer, "Sam Sling" Sizes: 11(a) Small 27" - 40"; Part # _____ 11(b) Extra Large 36" – 60"; Part# _____				
12.	Splint, SAM, 4 ¼" x 36". NO EXCEPTIONS Part # _____				
13.	Body Immobilization, "Best Strap" system, 12-point color coded, suspender style shoulder straps. NO EXCEPTIONS Part # _____				
14.	Litter, Basket, FERNO Model 71 & 71S. NO EXCEPTIONS 14(a) Model 71. Part # _____ 14(b) Model 71S Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
15.	Child Restraint, FERNO "PEDI-MATE". NO EXCEPTIONS Part # _____				
16.	FERNO Pedi-Mate Model # 678. NO EXCEPTIONS Part # _____				
17.	I-Gel NO EXCEPTIONS 17(a) Size 1.5 Part # _____ 17(b) Size 2 Part # _____ 17(c) Size 2.5 Part # _____ 17(d) Size 4 Part # _____ 17(e) Size 5 Part # _____				
18.	Not Used				
19.	AMBU, BAG-VALVE-MASK, RESUSCITATOR, with Metered Dose Inhaler/Nebulizer Port, Latex Free, Disposable, Size: Adult Part # _____				
20.	AMBU, BAG-VALVE-MASK, RESUSCITATOR, with Metered Dose Inhaler/Nebulizer Port, Latex Free, Disposable, Size: Pediatric Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
21.	AMBU, PEEP VALVE, BVM to accommodate the BVM's above. NO EXCEPTIONS 21(a) Adult Part # _____ 21(b) PEDI Part# _____				
22.	Resuscitation Masks, Disposable, Air-filled cushion, Cuffed Sizes: Large Adult through Neonate. Compatible with Bid Items 19 & 20. Part # _____				
23a.	Mask, O2, Complete Non-Rebreathing, with reservoir and tubing (7ft) Size: Adult (Latex Free). 50 per case Part# _____				
23b.	Mask, O2, Complete NonRebreathing, with reservoir and tubing (7ft) Size: Pedi (Latex Free) 50 per case Part# _____				
23c.	Mask, O2, Complete NonRebreathing, with reservoir and tubing (7ft) Size: Infant (Latex Free) 50 per case Part# _____				
24.	Cannula, O2 Pedi, Latex Free. 50 per case Part # _____				
25.	Cannula, O2 Adult, Latex Free. 50 per case Part # _____				
26.	Nasal Atomizer, with Luer Lock, no syringe. NO EXCEPTIONS Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
27.	Mask Pocket, CPR, with oxygen inlet, Head Strap and One-Way valve, with soft case, with belt option, Micro Mask, Latex Free. NO EXCEPTIONS Part # _____				
28.	Mask, Respironics, Seal Easy-Kit, Latex Free. NO EXCEPTIONS Part # _____				
29.	Blunt Fill Needle 18-gauge x 1" ½ in Sterile. Latex Free. Part # _____				
30.	30(a) Olaes Bandages 4", Latex Free. Part# _____ 30(b) Olaes Bandages 6", Latex Free. Part # _____				
31.	31(a) Bougie Type Endotracheal Tube Introducers, Latex Free, with marking at 10cm, 20 cm, 20 cm and 40 cm intervals, to aid in determining the depth of the ET tube. Pediatric: Part # _____ 31(b) Adult: Part # _____				
32.	Coban Self-Adherent Wrap, Tan, 1" x 5 yards (Fully Stretched), Latex Free. Part # _____				
33.	Endotracheal Tubes "Mallinckrodt Endotrol", Sizes 6.0mm - 7.0mm. Part # _____				
34.	Endotracheal Tubes, "Flexi-Set", Cuffed TELEFLEX MEDICAL. Sizes 2.5mm - 9.0mm Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
35.	BBG Nasal Aspirator, 4.5" Length Respironics, Inc (Phillips-Respironics) BBG Nasa Aspirator allows efficient, Non-invasive suction of the nasal cavity. Part # _____				
36.	Airway, Nasopharyngeal, Flexible Mediprene. Sizes 20 Fr. – 34 Fr. Latex Free. Part # _____				
37.	Regulator, portable oxygen with the following: Flowmeter from 0-25 LPM; Cylinder pressure gauge; 1 barbed outlet, 1- DISS and Brass. Part # _____				
38.	Oxygen Flow regulator, O2, single stage for use with "S" or "T" cylinder, with recessed knob. Part # _____				
39.	Flow Meter, Thorpe Tube, with Ohio male quick connector. Part # _____				
40.	Tourniquet, SOF Tactical Tourniquet, WIDE, One-handed Utilizing Windlass System. Color: Black Part # _____				
41.	Finger, Pulse Oximeter (Nonin Onyx 9500). Part # _____				
42.	Forceps, MAGILL Sizes: 42(a) Pediatric: Part # _____ 42(b) Adult: Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
43.	Laryngoscope Blades, Disposable, Stainless Steel Alloy "LED" Macintosh Nos. 1-4 and Miller 0-4. "Maco" NO EXCEPTIONS MAC – 43(a) Part # _____ MILLER- 43(b) Part # _____				
44.	Laryngoscope Handle, standard size: Small must be compatible with the disposable "LED". Compatible with Bid Item 43. Part # _____ Tube Holder, ET, Thomas. NO EXCEPTIONS				
45.	45(a) Size: Adult Part # _____ 45(b) Size: Pedi Part # _____ Hemostats:				
46.	46(a) Curved German 5" Part# _____ 46(b) Straight German 5 1/2" Part # _____				
47.	Aspirator, Meconium, in-line suction adaptor. Part # _____				
48.	Suction Tip, "Big Stick" with thumb control. NO EXCEPTIONS Part # _____				
	NOT USED				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
49.	Suction unit, S-Scort 10 with retention shelf and charging unit (AC & DC). NO EXCEPTIONS Part # _____				
50.	Suction unit, S-Scort 10 only. NO EXCEPTIONS Part # _____				
51.	Canister hard "GUARDIAN" section kit, 1200cc with 5mm X 6' tubing. Part # _____				
52.	Canister, Suction for S-SCORT portable suction 800 cc with "L" shape hose-to-top adapter. Part # _____				
53.	Canister, Suction for S-SCORT portable suction 1200 cc with "L" shape hose-to-top adapter. Part # _____				
54.	Oral Airway kit/set Part # _____				
55.	Size: Pediatrics Small 80 mm Part # _____				
56.	Size: Adult Medium 90 mm Part # _____				
57.	Size: Adult Large 100 mm Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
58.	Size: Adult X Large 110 mm Part # _____				
59.	Endtidal Co2 Detector, Easy cap II. 6 per box Part # _____				
60.	Endtidal Co2 Detector, Pedi-cap II. 6 per box Part # _____				
61.	Blood pressure cuff-Aneroid Style "ADC PROSPHYG 760". Part # _____				
62.	Size: Adult Part # _____				
63.	Size: Child Part # _____				
64.	Size: Infant Part # _____				
65.	Size: Obese Part # _____				
66.	Size: Thigh Cuff Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
67.	Stethoscope - Classic II S.E. Littmann. Part # _____				
68.	Belt, Prestige, Gait transfer, Cotton Metal Buckle, White 72" Part# _____				
69.	Penlights, disposable, 6-pack. Part # _____				
70.	Cold Packs, "Jack Frost", Size: 5" x 8". NO EXCEPTIONS 24 per case Part # _____				
71.	Hot Packs, "Jack-Frost" Size: 5" x 8". NO EXCEPTIONS 24 per case Part # _____				
72.	Glucometer "True Metrix Pro" Strips Part# _____				
73.	Glucometer "True Metrix Pro" Solutions 73(a) Solution # 1 Part # _____ 73(b) Solution #2 Part # _____				
74.	Welch Allyn Suretemp Thermometer. NO EXCEPTIONS Part # _____				
75.	Welch Allyn Suretemp Thermometer wall mounts. NO EXCEPTIONS Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
76.	Welch Allyn" Suretemp Thermometer rectal probe with 4' cord. NO EXCEPTIONS Part # _____				
77.	"Welch Allyn" Suretemp Thermometer Calibration Key. NO EXCEPTIONS Part # _____				
78.	Manikin, Airway Management Trainer, Infant, Laerdal NO EXCEPTIONS Part # _____				
79.	Advance Injection Arm, LIFE/FORM. NO EXCEPTIONS Part # _____				
80.	LIFE/FORM, Advance Injection Arm replacement "Skin". Part # _____				
81.	LIFE/FORM, Advance Injection Arm replacement "Vein" Tubing. Part # _____				
82.	Advanced Airway Management Trainer, adult torso, with deluxe head design- Laerdal. NO EXCEPTIONS Part # _____				
83.	Fred Head, Airway Management Trainer – Laerdal. NO EXCEPTIONS Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
84.	Crash Kelly, Extrication and Airway Management Training – Laerdal. NO EXCEPTIONS Part # _____				
85.	Tape, Broselow pediatric resuscitation tape "current". NO EXCEPTIONS Part # _____				
86.	Nursing Drug Reference Mosby's, current year. Part # _____				
87.	Field Guide, EMS edition (most current year) pocket size, ALS Version. Part # _____				
88.	2-quart transparent clear w/mailbox lid, Covidien 10.75" x 4.75" W x 6.25" H Part# _____				
89.	Sharp Shuttles (Sharp Safe), "P2". NO EXCEPTIONS Part # _____				
90.	"Sharps-A-Gator", Kendall General Purpose, size: 1 quart 4.25" L x 4.25" W x 6.5". Part # _____				
91.	Wipe Germicidal/Disposable "SUPER SANI-CLOTH" PDI X-Large 11" x 12" packed in tub, 6 tubs per case. Part # _____				
	NOT USED				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
92.	Skin Protectant, Hand Sanitizer, no-rinse, "QCore 24" NO EXCEPTIONS Part # _____				
93.	Hand Sanitizer Packets, Antimicrobial Alcohol wipes, 65% ethyl alcohol, fragrance and dye free packets. Part # _____				
94.	JACKSON SAFETY* V30 NEMESIS* Safety Eyewear, flexible, lightweight design, soft touch temples no-slip fit, wrap-around anti-fog lens – clear. Part # _____				
95.	Glasses, safety, wrap around, anti-fog, may be worn over glasses. Part # _____				
96.	Kimberly Clark N95 Sizes: Flat fold 96(a) Small # 46827: Part # _____ 96(b) Regular # 46727: Part # _____				
97.	Mask, Respiratory/Particulate N-95, 3-M #9210. 20 per box, Flat fold. NO EXCEPTIONS Part # _____				
98.	Mask, N-95, 3-M #1870, Flat fold 3 panel. Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
99.	Mask, Protective "Fluid-Shield" with visor (OSHA/NFPA 1850) "TECNOL". NO EXCEPTIONS Part # _____				
100.	Quilted blanket, infant w/zipper, 38" x 36", polyester blanket for protection and warmth. Part # _____				
101.	IV Cover, "Tegaderm" transparent dressing, picture frame style, 2 3/8" x 2 3/4". Part # _____				
102.	Spit Sock Hood, Polyester, Single Use Disposable Stearns Wear. Part # _____				
103.	IV Extension Set, 7", Prime Vol 0.7, 300 psi, small bore w/Bonded Ultrasite Valve, Kink-Resistant tubing, Spin-Lock. B. Braun Medical Inc., Latex Free. 50 per case NO EXCEPTIONS Part # _____				
104.	Needle, IO Jamashidi-Illinois, Sternal/Iliac. Latex Free. NO EXCEPTIONS 15-Gauge. Part# _____				
105.	Needle, IO Jamashidi-Illinois, Sternal/Iliac. Latex Free. NO EXCEPTIONS 18-Gauge Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
106.	Needle, IV Catheter 10-gauge x 3" Part # _____				
107.	BD Angiocath, 14-gauge 5.25", 2.1 x 133 mm Part# _____				
108.	Needle, "BD SAFETY GLIDE" 18-gauge x 3/4", 1", 1 1/2". Part # _____				
109.	Sodium Chloride 0.9% - 10 ml/12ml, Ansyrl Flush Syringe Monoject Syringe. 30 per box Part # _____				
110.	On A Board Backboard Pad, Latex Free, X-ray Translucent, disposable, Soft Foam, Thermal Properties, 25.5" x 13.75" X 0.75" Part# _____				
111.	Razors, "Gallant" Preparation Contoured Handle, Platinum coated Stainless Steel Blade - DYNAREX CORPORATION. NO EXCEPTIONS Part # _____				
112.	Blades, replacement for "3M" surgical clipper # 9661. NO EXCEPTIONS Part # _____				
113.	Tourniquet 1" Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
114.	Bed Pan Part # _____				
115.	Convenience Bags Part # _____				
116.	IV Catheter Introcan Safety 116(a) 14Ga Part # _____ 116(b) 16Ga Part # _____ 116(c) 18Ga Part # _____ 116(d) 20 Ga Part # _____ 116(e) 22Ga Part# _____ 116(f) 24Ga Part# _____				
117.	MACRO Clear Link IV Set – 10 Drip Part # _____				
118.	MICRO Clear Link IV Set – 60 Drip Part# _____				
119.	StatPacks G1 Perfusion Pack, 22" H x 17" W x 8" D, Color:Red/Gray NO EXCEPTIONS Part # _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
120.	<p>MERET Recover O2 Pro EMS Bag, TS Ready, 13.75" x 22.25" x 7.75". NO EXCEPTIONS Part # _____</p>				
121.	<p>Nasco International, Inc., CPR Prompt Replacement, Manikin Face shield/Lungs Combo, Adult/Child Part# _____</p>				
122.	<p>Nasco International, Inc. CPR Prompt Training, 7 pack Manikin Face Shield/Lung Bag, Carry Case, Blue Adult-Child Infant Part# _____</p>				
123.	<p>Kimberly Clark, Purple Nitrile, Glove textured fingertips, 3.5 ml cuffs, 4.7 ml palm and 5.9 ml fingertips, 12" cuff NO EXCEPTIONS Sizes: 123(a) XS Part # _____ 123(b) S Part # _____ 123(c) M Part # _____ 123(d) L Part # _____ 123(e) XL Part # _____ (123e)</p>				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
124.	<p>Body Bag, Heavy Duty, 18 ml vinyl material, all seams 100% RF heat sealed, complies with OSHA reg. 3130, (8) handles padded. Handles RF welded directly into & are integral to the bag material. Color: Orange or Yellow</p> <p>Static lift tested to 800 LB capacity.</p> <p>Part # _____</p>				
125.	<p>Lancets</p> <p>Part# _____</p> <p>OB Delivery Kit</p> <p>Part# _____</p>				
126.					
127.	<p>Pressure Infuser, Disposable</p> <p>Part# _____</p>				
128.	<p>Ring Cutter</p> <p>Part# _____</p>				
129.	<p>Stethoscope, Littman Classic III</p> <p>Part# _____</p>				
130.	<p>Supreme Urinal With Clear Cover</p> <p>Part# _____</p>				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
131.	Bulb Syringe Part# _____				
132.	Aqua Pack, Humidifier, Disposable Part# _____				
133.	O2 "Y" Connector Part# _____				
134.	O2 Christmas Tree Part# _____				
	Stylette, ET Tube				
	135(a) Large – 10FR Part# _____				
135.	135(b) Medium – 8FR Part# _____				
	Part# _____				
	Tracheostomy Hook				
136.	Part# _____				
	Ace Bandages				
	137(a) 3" Part # _____				
137.	137(b) 6" Part# _____				
	Burn Sheet				
138.	Part# _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
139.	Dressing, 7.5 x 8" Combine Pad Part# _____				
140.	Dressing, 2 x 2" 140(a) Sterile Part# _____ 140(b) Non-Sterile Part# _____				
141.	Dressing, 4 x 4" 141(a) Sterile Part# _____ 141(b) Non-Sterile Part# _____				
142.	Duraspore Tape 142(a) 0.5" Part# _____ 142(b) 1" Part# _____ 142(c) 2" Part# _____ 142(d) 3" Part# _____				
143.	Trauma Dressing Part# _____				
	NOT USED				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
144.	Triangle Bandages Part# _____				
145.	Backboard With Pins 145(a) 16" Part# _____ 145(b) 18" Part# _____				
146.	Basic Triage Kit Part# _____				
147.	Sodium Chloride Bags 147(a) 1000mL Part# _____ 147 (b) 250mL Part# _____ 147(c) 100mL Part# _____				
148.	Tylenol, Infant, Liquid w/ Disposable Syringe <u>Specify size.</u>				
149.	Part# _____ Chux Pads, Blue, Each Part# _____				

Company Name _____

Signature _____

BID ITEM	DESCRIPTION	UNIT PRICE	QUANTITY DISCOUNT	NORMALLY IN STOCK	ESTIMATED DELIVERY TIME
150.	Sharps, 8.2qt #305490 Part# _____				
151.	Salem Sump Stomach Tube 151(a) 10FR Part# _____ 151(b) 14FR Part# _____ 151(c) 18FR Part# _____				
152.	Alcohol Prep Pads Part# _____				
153.	Betadine Prep Pads Part# _____				
154.	Syringe 154(a) 1cc Part# _____ 154(b) 3cc Part# _____ 155(c) 6cc Part# _____ 155(d) 12cc Part # _____ 155(e) 20cc Part# _____ 155(f) 60cc Toomey Part# _____				

Company Name _____

Signature _____

SECTION V

SAMPLE AGREEMENT & TERMS AND CONDITIONS



MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Avenue
Palmer Alaska 99645-6488

SAMPLE

Seller: *Seller Name*
 Seller Address
 Seller City, State & Zip Code
 Seller Point of Contact
 Seller Phone/Seller Facsimile

Project Name: **Furnish Medical Items**
Project Number: **20-074B**

Contract Number: _____
Contract Type: Basic Ordering Agreement

RECITALS

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the **Matanuska-Susitna Borough**, hereinafter known as "Buyer" and _____, licensed and qualified to do business in the State of Alaska, hereinafter called "Seller".

WHEREAS, Buyer has a requirement for the goods specified in the Invitation to Bid **#20-074B**, entitled **Furnish Medical Items**; and

WHEREAS, the Buyer desires Seller to provide and the Seller represents that it is ready, able and qualified to provide the Supplies in connection with such solicitation.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached hereto and made a part hereof, and for the material promises exchanged between the parties, the parties hereby agree as follows:

PRECEDENCE AND CONTRACT CONTENTS: The Contract consists of the following sections, which, in the event of a conflict among the terms of the various Contract sections, shall be construed in the order of precedence concurrent with the order in which they are set forth below:

CONTRACT CONTENTS

- Specific Contract Requirements, including Exhibits A and B
- Contract Terms and Conditions
- Attachments
 - Exhibit A – Specifications / Bid Form
 - Exhibit B – Addendum (a)

The following documents are hereby incorporated by reference and made a part of this Contract.

- Solicitation documents issued under 20-074B

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties as to the Work rendered or Supplies provided hereunder. All previous, subsequent, or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are hereby superseded unless specifically added in a written modification, entitled "Modification" or "Change Order" and executed by both parties.

NOW IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Contract by their duly authorized representatives.

SELLER:

BUYER:

BY: _____

BY: Rustin M. Krafft, Purchasing Officer

Signature

Signature

Date

Date

STATE OF ALASKA
Third Judicial District

On _____, 2019, _____ personally appeared before me,
[] who is personally known to me,
[] whose identity I proved on the basis of _____ or
[] whose identity I proved on the oath/affirmation of _____ a credible witness
to be the signer of the Contract for ~~20-074B~~ **Furnish Medical Items** and he/she acknowledged that
he/she signed it.

Notary Public

My Commission Expires: _____

STATE OF ALASKA
Third Judicial District

On _____, 2019, Rustin M. Krafft, Purchasing Officer, personally appeared before me,
who is personally known to me, to be the signer of the above document, and he acknowledged that he
signed it on behalf of the Matanuska-Susitna Borough.

Notary Public

My Commission Expires: _____

**SPECIFIC CONTRACT REQUIREMENTS
BASIC ORDERING AGREEMENT (FIXED UNIT PRICES)**

SCOPE OF WORK

The Seller shall provide all labor, equipment and materials necessary to furnish the materials, equipment specified in the attached Buyer's Statement of Work (Specification) entitled **Furnish Medical Items**, as bid for solicitation number **20-074B**, and as further defined in the individual purchase order(s).

COMPENSATION

For and in consideration of the timely and proper performance of Work authorized as provided herein, Buyer shall pay to the Seller the amount as set forth herein and made a part hereof as Exhibit "B": Bid Form.

This Basic Ordering Agreement (BOA) contains no funding. All obligations of funds shall be made solely by purchase orders. Unless amended in writing by mutual agreement of the parties, Seller is not obligated to incur expenses or make commitments in excess of any purchase order amount and Buyer is not obligated to compensate Seller beyond the amount stated and Seller will be compensated only for work performed or materials furnished.

Orders will be issued under this Agreement in the form of purchase orders issued by the Buyer. It is understood and agreed that Buyer has no obligation under the terms of this Agreement to issue such orders.

PAYMENT

A single sum on short-term contracts (30 days or less) and monthly payments on long-term contracts (31 days or longer) shall be paid to the Seller within thirty (30) working days after the Buyer receives a written Request For Payment from the seller for material which the Buyer has received, approved, and accepted under the contract. No payment will be made until Seller has supplied mechanics lien releases and any other release required under this contract that are properly executed and on a form approved by Buyer. Seller agrees to furnish, when required or requested by Buyer, affidavits, receipts, warranties, guarantees, and similar documents, prior to receipt of any payment. Buyer further agreed to furnish, if requested by Buyer, a Release of Claims prior to receipt of final payment. The Seller to shall submit an original copy of the invoice, including any required supporting documentation to the address below:

Matanuska-Susitna Borough
ATTN: Accounts Payable
350 E. Dahlia Avenue
Palmer AK 99645-6488

PERIOD OF PERFORMANCE

The period of performance for this Agreement is from **contract execution** through **June 30, 2021** and may be extended for a period of three (3) one (1) year extensions by mutual agreement by both parties.

AUTHORIZED REPRESENTATIVES

The following personnel are authorized representatives of the Buyer and Seller as defined in the Contract Terms and Conditions.

Buyer:	<u>Contractual</u>	<u>Technical</u>
	Gary Koskela Buyer 350 E. Dahlia Avenue Palmer, Alaska 99645 Phone: (907) 861-8601 Facsimile: (907) 861-8617 Email: Purchasing@matsugov.us	Shelly Copeland EMS Supply Station 5-1 Wasilla, Alaska 99654 Phone: (907) 861-8038 Facsimile: (907) 861-8156 Email: Shelly.copeland@matsugov.us
Seller:	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

KEY PERSONNEL

The following people are designated as Key Personnel of the Seller in accordance with the Contract terms and conditions.

Name

Name

FUND VERIFICATION

Fund source and verification of funds for this Contact:

Funding Source: **PER INDIVIDUAL PURCHASE ORDERS**

CONTRACT TERMS AND CONDITIONS

Section headings are for purposes of convenience only and are not intended to form a part of nor to be used for interpretation of the text hereof, nor are any provision listed in any particular order of precedence. By the acceptance of this Contract and/or commencement of performance for Good, Seller agrees that the following terms and conditions apply to this contract.

01. DEFINITIONS

- a) "Buyer" shall mean the Matanuska-Susitna Borough.
- b) "Seller" shall mean the person or entity signing this Contract to supply the Goods required by the Buyer.
- c) "Contract" shall mean all terms and conditions, exhibits, amendments, modifications or other such documents set forth herein which shall govern the performance of the Seller.
- d) "Goods" shall mean the material and/or equipment to be provided by Seller, as described by Buyer, and any additional material and/or equipment as may be required in connection with this Contract.
- e) "Destination" shall mean the area or location designated by the Buyer to which Goods shall be delivered.

02. RELATIONSHIP OF PARTIES

Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of the Buyer. All benefits, coverage's and claims of its employees shall be the sole discretion of the Seller. Unless specifically authorized in writing by the Buyer, Seller shall have no authority to make commitments of any kind on behalf of the Buyer.

03. INTEREST OF MEMBERS OF THE BOROUGH AND OTHERS

No officer, member, or employee of the Borough, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Supply and Purchase Contract which affects his personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this Supply and Purchase Contract.

04. CONFLICT OF INTEREST

The Seller, all employees of the Seller, contractors and other personnel employed by the Seller providing materials or services under this Supply and Purchase Contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Seller and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Seller covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed.

05. RISK OF LOSS

Notwithstanding any agreement with respect to deliver terms or payment of transportation charges, Seller shall bear risk of loss or damage as to Goods rejected by Buyer or as to which acceptance has been revoked. Further, until delivery of Goods, including related services and information, risk of loss, regardless of cause, is Seller's responsibility.

06. WARRANTY

Seller warrants that the Goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer in connection with this Contract, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller further warrants that it has secured Buyer's right to own, sell or use Goods delivered under this Contract. Such warranty, together with service warranties, guarantees and other express or implied warranties, shall run in favor of the Buyer and shall survive any inspection, delivery or payment of and for the Goods. Seller will be responsible for all damages and costs incurred by Buyer arising out of or in connection with any breach of warranty. For purposes of this Contract, Goods shall include any documentation, such as quality control or test records, certificates of compliance that may be specified in connection with the Contract or are customarily furnished in the trade.

07. REMOVAL OF DEFECTIVE MATERIAL

Seller will promptly remove, and replace at the Buyer's sole discretion, any material that the Buyer designates as nonconforming or defective.

08. BUYER SUPPLIED PROPERTY

Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, copying equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Contract. Seller shall hold and maintain any such items at its risk and expense, shall keep such items insured at its expense while in its custody or control in an amount equal to the replacement cost thereof with loss payable to the Buyer and shall not use such items except in performance of this Contract. All such items shall be delivered to the Buyer upon demand in the same condition as when received, except for reasonable wear and tear and except to the extent such items have been incorporated into Goods delivered to Buyer or consumed in the normal performance of this Contract.

09. DRAWINGS, DATA AND MANUALS

Seller will supply proper operating, training, maintenance, installation drawings, technical data and any other documentation that is required by the contract documents.

Seller shall submit any drawings, technical data or other such documents required for performance of this Contract for review by Buyer. Seller shall comply with all comments of the Buyer regarding such documents, but the Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design, workmanship, material and all other aspects of the Goods or from any other liability hereunder. Omissions from design drawings and technical data (data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder shall become property of the Buyer. Seller shall, unless otherwise directed, deliver to the Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

10. DELAYS

Time is of the essence in Seller's performance of this Contract. If Seller does not deliver material timely in accordance with the requirements of this Supply and Purchase Contract, Seller understands Buyer's work may be disrupted and delayed, and Seller may be required to pay Buyer any reasonable damages

sustained as a result, unless the Contract provides for Liquidated Damages, at which point the Liquidated Damages would be applicable.

11. EXCESS MATERIAL

Seller agrees to accept the return of any Goods that may become excess, as determined by Buyer, and payment due from Buyer shall be equitably reduced.

12. SUBSTITUTIONS

No substitutions will be permitted without the express written consent of the Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, appearance, function, ease of maintenance, and ease of installation to the material originally specified.

13. INSPECTIONS AND TESTING

Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing which may take place at the factory, in the warehouse, on the road, or in the field.

14. AUDITS

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this contract and the Seller will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this contract.

15. COMPLIANCE WITH THE LAW

Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including, but not limited to, all Laws pertaining to the environment, natural resources, employment, health and safety, and any other Laws affecting Seller's performance of this Contract. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of a violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney fees, imposed upon or incurred by Seller or Buyer in connection therewith.

16. CHANGES

Buyer, by written order, may delete material to be supplied under this Supply and Purchase Contract, and the Supply and Purchase Contract Price will be equitably reduced. Buyer may order an increase in material to be supplied at the unit prices stated in the Supply and Purchase Contract. If no unit prices are stated, Seller will promptly, at the request of the Buyer, quote prices, and Buyer will promptly accept or reject the quote.

17. TRANSPORTATION CHARGES

Except in cases where Goods were quoted F.O.B. Destination, and unless otherwise agreed to in writing, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer.

18. ASSIGNMENTS AND SUBCONTRACTORS

The Contractor may not assign any interest in the Contract to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Purchasing Officer. Any attempt by the Contractor to assign any interest or delegate duties under the Supply and Purchase Contract shall give the Buyer the right to immediately terminate this Contract.

19. INDEMNITY

The Seller shall indemnify, defend, and hold and save the Buyer, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The Seller shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from Seller, or Seller's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Buyer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Buyer, its agents, or employees.

20. OFFSETTING ACCOUNTS

Buyer may offset against the price of this Supply and Purchase Contract the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

21. TERMINATION

Buyer has the absolute right to terminate or suspend Work under this Contract by written notice to Seller. Such termination or suspension may be made in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason. Notice of termination or suspension may specify the schedule or manner and other conditions of the termination or suspension and Seller shall comply with therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Contract, including such expenditures as in the judgment of the Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

22. KEY PERSONNEL

To the extent that Key Personnel are specified for the performance of this Contract, such Key Personnel are considered to be essential to such performance. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Buyer.

23. ATTORNEY'S FEES

In the event of litigation arising out of this Contract, or performance or interpretation thereof, the court will award attorney fees pursuant to the Rule 82 of the Alaska Rules of Civil Procedure.

24. JURISDICTION AND CHOICE OF LAW

Any civil action arising from this Supply and Purchase Contract shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer or in the Federal District Court for the State of Alaska in Anchorage. The law of the state of Alaska shall govern the rights and obligations of the parties.

25. NON-WAIVER

The failure of the Buyer at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this contract or any part thereof, or the right of the Buyer thereafter to enforce each and every protection hereof.

26. SEVERABILITY

If any provision of the Supply and Purchase Contract or the application thereof to any person or circumstances is held invalid, the remainder of this contract and its application to other persons or circumstances shall not be affected thereby.

27. NOTICES

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Buyer: Matanuska-Susitna Borough, Purchasing Office
350 East Dahlia Avenue, Palmer, Alaska 99645

Seller: _____

28. EQUAL EMPLOYMENT OPPORTUNITY

A. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Seller agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Seller will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract. The Seller shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Buyer may require.

B. The Seller shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Buyer may require.

29. INSURANCE

Seller warrants that is has obtained or will obtain such public liability, product liability, property damage employees' liability and compensation insurance as will protect Buyer from all risks arising out of the manufacture, sale or use of the Goods. If requested by Buyer, Seller shall furnish to the Buyer within three (3) days following the receipt of this Contract, a Certificate of Insurance acceptable to the Buyer evidencing compliance with the minimum insurance coverage required by Buyer as stated on the Insurance Requirements, the terms and conditions of which are incorporated herein.

30. STOP WORK ORDER

Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the Work covered by the stop-work order. Buyer shall make an equitable adjustment in the delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the work stoppage.

31. WORK PERFORMED AT SELLER'S RISK

Seller shall perform all work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completions and acceptance of the Work, Seller shall promptly repair or replace such damaged Work without expense to the Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

32. FLOW DOWN PROVISION

In the event that this Contract is issued in connection with another government agency, the Buyer will make every effort to include any flow down or contract provisions required by that agency in this Contract. The Buyer reserves the right to include, and Seller agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both Buyer and Seller agree to negotiate in good faith for that provisions inclusion into the Contract.

33. UNDERSTANDING

The Seller acknowledges that the Seller has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of the Seller's choice, and is executing this contract of the Seller's own free will.

34. ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of individual purchase orders.
- (b) All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.
- (c) The Contractor shall honor any order issued as a result of this Agreement unless that order (or orders) is returned to the purchasing office within five (5) calendar days after issuance, with written

notice stating the Contractor's intent not to ship the items or provide the services called for in the order and the reasons. Upon receiving such notice, the Borough may acquire the supplies or services from another source.

35. BASIC ORDERING AGREEMENT

This is a Basic Ordering Agreement (BOA) for the supplies or services specified, and effective for the period stated, in the Bid Form. The quantities of supplies or services specified in the Bid Form are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Borough's requirements do not result in orders in the quantities described as "estimated", in the Bid Form, that fact shall not constitute the basis for an equitable price adjustment.

Deliveries or performance shall be made only as authorized by issuance of individual purchase orders issued in accordance with the Ordering provision above. The Borough is not required to purchase from the Seller items covered under this Agreement.

Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Seller within the time specified on the individual purchase order. The contract shall govern the Buyer's and Seller's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's