

14110168

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Annual Supply of
EZ-IO Needles and Supplies
SOLE SOURCE**

**Arrow International, Inc.
3015 Carrington Mill Blvd.
Morrisville, NC 27592
919-433-8064**

City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into by and between **Arrow International, Inc., 3015 Carrington Mill Blvd., Morrisville, NC 27592** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Contract Documents for the herein described, and has approved and adopted said documents to-wit:

For providing **Annual Supply of EZ-IO Needles and Supplies, Quote No. 00016031, Sole Source** and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to furnish the products included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to pricing list as per Attachment A.

2. The City agrees to pay to the Contractor for the products embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for products covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will order as needed and pay for products, according to Quote 00016031 (Attachment A), a copy thereof being attached to and made a part of this Contract for an estimated total of \$22,500.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will 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, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986.

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the products.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. PERIOD OF PERFORMANCE: This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
7. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Attachment A – Quote 00016031, dated 11/05/14

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

STATE OF NORTH CAROLINA (SEAL)
COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by DAVE K. PRICE

Lisa A. Egger-Vrana
Notary Public's Signature Notary Name
My Commission Exp. 3/5/2016

Arrow International, Inc.

Name of Corporation

3015 Carrington Mill Blvd., Morrisville, NC 27560

Address

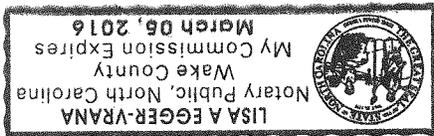
By: [Signature]

Duly Authorized Official

Sr. Director, Commercial Operations

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:



Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

Annual Supply of
EZ-IO Needles and Supplies
Sole Source
City of Lincoln

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Bob Ay
Fire Chief

Approved by Directorial Order No.

12746

dated

3/20/15

1

Teleflex®

Teleflex Incorporated

Mark J Reis
Director of Sales & Marketing, EMS

2917 Weck Drive
Durham, NC 27709

Phone: 919.544.8000
Mobile: 504.717.8383
www.teleflex.com

September 16, 2014

RE: Sole Source letter - EMS

To: Current/ Prospective Arrow International Customer

Thank you for your interest in the ARROW EZ-IO® intraosseous infusion system. Arrow International is part of Teleflex Incorporated and utilizes a direct sales team to market, sell and/or service all customers within the continental United States and Canadian markets who use or desire to purchase the ARROW EZ-IO® intraosseous infusion system.

The Arrow EZ IO products utilize a proprietary patented needle and power driver technology which requires both components be supplied by Arrow International. Arrow International is the sole manufacturer of these intraosseous infusion systems and no other battery powered IO product is currently available in the global marketplace.

If you have any questions or concerns, please do not hesitate to call our office.

Sincerely,



Mark Reis
Director of Sales and Marketing, EMS
Teleflex Incorporated

#2

ARROW® | LMA® | RUSCH® | HUDSON RCI

Customer Account 16430
Number (BP #)
Quote Number 00016031

Created Date 11/5/2014
Expiration Date 12/5/2014

Prepared By Jackie Brock
Phone (515) 681-7040
E-mail jackie.brock@vidacare.com

Contact Name Roger Bonin
Phone (402) 441-8370
Email rbonin@lincoln.ne.gov

Bill To Name Lincoln Fire & Rescue
Bill To 1801 Q Street
Lincoln, NE 68508
US

Ship To Name Lincoln Fire & Rescue
Ship To 1801 Q Street
Lincoln, NE 68508
US

Product Code	Product	Quantity	Price	Total Price
9018-VC-005	EZ-IO® 15mm Needle Set (Box of 5)	1.00	USD 550.00	USD 550.00
9018P-VC-005	EZ-IO® 15mm Needle+Stabilizer Kit (Box of 5)	1.00	USD 650.00	USD 650.00
9001-VC-005	EZ-IO® 25mm Needle Set (Box of 5) *	1.00	USD 550.00	USD 550.00
9001P-VC-005	EZ-IO® 25mm Needle+Stabilizer Kit (Box of 5) *	1.00	USD 650.00	USD 650.00
9079-VC-005	EZ-IO® 45mm Needle Set (Box of 5) *	1.00	USD 550.00	USD 550.00
9079P-VC-005	EZ-IO® 45mm Needle+Stabilizer Kit (Box of 5) *	1.00	USD 650.00	USD 650.00
9074	EZ-IO® G3 Hard-Sided Carrying Case *	1.00	USD 18.95	USD 18.95
9058	EZ-IO® G3 Power Driver *	1.00	USD 295.00	USD 295.00
9034	EZ-IO® G3 Training Kit (ea)	1.00	USD 385.35	USD 385.35
9066-VC-005	EZ-Stabilizer (5 ea) *	1.00	USD 75.00	USD 75.00
Subtotal			USD 4,374.30	
Grand Total			USD 4,374.30	

Thank you for the opportunity to quote Teleflex products. To place your order please call 866-246-6990 or visit TELEFLEX.COM/EMS

*Unless Shipping and Tax costs are specified, they are not included in the Grand Total.

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Teleflex®	TELEFLEX PO Box 12600 Research Triangle Park, NC 27709 Toll Free: 866.246.6990 Phone: +1.919.544.8000 TELEFLEX.COM
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Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name Arrow International, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 3015 Carrington Mill Blvd.		
City Lincoln	State NE	Zip Code 68508	City Morrisville	State NC	Zip Code 27592

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
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If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

3-11-15

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESELL CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/reg/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).