

February 16, 2026

Lexington-Fayette Urban County Government
Attn: Jessica Allinder
Title: Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: Deviations for Lexington-Fayette Urban County Government, Invitation to Bid #12-2026
Emergency Medical Supplies (the "ITB").

Dear Ms. Allinder,

Henry Schein, Inc. is a solutions company for health care professionals powered by a network of people and technology. Henry Schein has been in the medical supply business for 93 years and has over 43 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

As the reliance on your teams and the services they provide, by our society at large, continues to grow, Henry Schein EMS has never been prouder to support our everyday heroes and the agencies they represent. Serving EMS-Fire-Police and all aspects of public safety, we strive to provide the best-in-class experience for all our customers. Henry Schein is a global company, headquartered in Melville, New York. We help support the continuum of care worldwide, operating in 32 countries and territories and partnering with over 3,000 suppliers. Our footprint enables us to source a broad range of products and introduce innovative, cost-effective solutions. Our dedicated teams of industry experts understand your challenges and can help support the ever-changing demands on your agencies and personnel. Today and into the future, you can rely on us for:

- Med/Surge and PPE—a robust selection of the disposable products you rely on every day, including our portfolio of Henry Schein brand items offering quality products with exceptional savings. Equipment—offering equipment you count on each day while providing innovative solutions to help move you and your agencies forward into the future.
- Laboratory—as a leader for lab testing in our markets, we support the evolution of Community Paramedicine to best serve your community through our network of EMS and Laboratory Consultants.
- Pharmaceuticals—extensive Cold Chain capabilities and the ability to offer lowest unit of measure. We help reduce errors, increase efficiencies, and expedite the transaction of ordering controlled substances with our Electronic 222 (E222) ordering system.

Given our position in the market as a distributor, as opposed to the manufacturer of the product, there are certain assumptions, conditions, stipulations, and deviations we must include with our proposal to ensure the agreement adequately captures our position in the market.

Regarding the above, please see the following attachment, which is an integral part of our proposal and intended to be included as part of any resultant contract and offers an alternative means of compliance with the proposed terms.

Sincerely,
Henry Schein Inc.

Attached To ITB

Re: Assumptions, conditions, deviations, and stipulations for Lexington-Fayette Urban County Government, Invitation to Bid #12-2026 Emergency Medical Supplies (the "ITB").

Henry Schein Medical, a division of Henry Schein, Inc. submits the following assumptions, conditions, deviations, and stipulations as part of our response to ITB:

Invitation To Bid, I. Green Procurement, Subsection C: Green Community, Page #4

Invitation To Bid, I. Green Procurement, Subsection D: Cooperative Contract, Page #4

Henry Schein will allow other entities that would like to utilize this contract during the term of the awarded contract, as long as they do not currently have a contract in place with Henry Schein or are in the process of negotiating or have a current bid with Henry Schein. Henry Schein shall have the right to approve the entity before they are allowed to use the resulting contract.

Invitation To Bid, III. Procurement Contract Bid Conditions, Subsection B: Price Changes, Page #7

In light of the uncertainty surrounding the possible imposition of tariffs on certain products, please be advised that, notwithstanding anything to the contrary contained in this RFP response, Henry Schein cannot guarantee the supply or pricing of any products due to the potential of supply disruptions and/or rapidly escalating costs resulting from tariffs and other external factors beyond our control. In light of these unpredictable and uncertain circumstances, pricing and product availability is subject to change without prior notice. We appreciate your understanding and cooperation and look forward to working with you as we navigate these challenges.

Sincerely,
Henry Schein, Inc.



By
Jo Ann Rudd
Medical Bids Lead



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 02/03/2026

INVITATION TO BID #12-2026 Emergency Medical Supplies

Bid Opening Date: February 17, 2026

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/17/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: ☒ Bid Specifications Met <i>attached to bid proposal submitted.</i> ☐ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and</i>		Proposed Delivery: <u>2-14</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ☒ Yes ☐ No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by:

Henry Schein, Inc.
Firm Name

135 Dunbar Rd
Address

Melville, NY 11747
City, State & Zip

Bid must be signed:

JoAnn Rudd EMS Bid Lead
Signature of Authorized Company Representative – Title

JoAnn Rudd
Representative's Name (Typed or printed)

800-845-3530
Area Code - Phone - Extension

800-533-4793
Fax #

EMSBids@Hennyschein.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Jo Ann Rudd, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jo Ann Rudd and he/she is the individual submitting the bid or is the authorized representative of Henry Schein, Inc.
the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
8. Bidder will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Bidder will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Bidder will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Bidder has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

Jo Ann Rudd

STATE OF

Florida

COUNTY OF

Volusia

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Jo Ann Rudd on this the 16 day
of February, 2026



My Commission expires: _____

Kaitlyn K. Bautista
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ☒ *** No ☐ *See attached letter*

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes ☒ No ☐

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of

Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Jo Ann Rudd
Signature

Henry Schein, Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFJCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be

made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


Date



LEXINGTON

Lexington-Fayette Urban County Government Division of Fire & Emergency Services Bid #12-2026 Emergency Medical Supplies

The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for Emergency Medical Supplies for the Division of Fire & Emergency Services, Lexington, Kentucky, as per the following specifications:

- A. We have tried to list specific brands when necessary. If there is not a brand listed, please submit your lowest priced item that meets the product description.
- B. If we have requested a unit of measure (UOM) of 1, please provide the cost per item and list in the notes field the quantity that you will be supplying. Ex: box of 10.
- C. There is currently only one ship to address.
- D. If you require a minimum order quantity, keep in mind that we will do what is most cost effective and sometimes storage may be an issue.
- E. Vendor(s) should be able to provide secure online ordering.
- F. Issuance of a price contract in no way obligates Lexington-Fayette Urban County Government for any purchases. Please do not ask for quantities as blanket purchase orders have been provided to the companies.
- G. Contract may be awarded to various vendors by item, section, or as a whole based upon the vendor that submits the most responsive bid determined to be in the best interest of the Lexington-Fayette Urban County Government (LFUCG). This contract is usually awarded to several vendors. If you would like to view the previous bid, log off Ionwave, click on awarded bids and search "Bid 10-2024".
- H. All shipping, delivery and handling should be included in pricing.
- I. Please log in to your Ionwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

If you have any additional questions, please post them on Ionwave under the "Questions" tab.
<https://lexingtonky.ionwave.net>

S semper
med

safe™

#84-87



Manufactured (tariff-free) in
Malaysia using state-of-the-art
technology to achieve quality that
exceeds FDA standards.

Strong and durable



Medical



First
Responder



Laboratory
& Pharma



Safety &
Protection



Janitorial &
Sanitation



HARPS
GLOBAL



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sempermed® safe™ exam nitrile gloves offer enhanced safety with increased durability, providing superior chemical resistance, making them a reliable choice in environments with exposure to harsh chemicals. The right combination of protection, comfort, and allergen-free materials, these gloves are an excellent choice for professionals across multiple industries.

- **Excellent chemical resistance*** against a wide array of chemicals, offers the user enhanced protection and safety.
- The textured surface on the glove's fingertips offers a **strong grip** in wet or dry environments.
- **The force at break*** is significantly higher than the standard requirement and provides greater protection.
- **Tested for protection against 56 chemotherapy drugs, fentanyl, and gastric acid.**
- **Protects users and patients from the transmission of infections.**
Designed to provide a high level of protection and barrier against contaminants, bacteria, and viruses, reducing the risk of cross-contamination and infection in a clinical setting.

Technical data

TYPE	Nitrile single use disposable protective glove, non-sterile	
GRADE	Examination	
COLOR	Blue	
MATERIAL	Nitrile Butadiene Rubber (NBR) not made with natural rubber latex	
GLOVE SURFACE	Finger textured	
COUNTRY OF ORIGIN	Malaysia	
SHELF LIFE	3 years in original packaging if stored as per DIN 7716, ISO 2230	
SIZE	Length: 240mm (min) Width: 95mm +/- 5mm (based on size M)	
WALL THICKNESS	Finger .13mm 5.1mils Palm .09mm 3.4mils based on average production value measured in single layer	
TENSILE STRENGTH (after aging)	14MPa (min)	
ELONGATION (after aging)	400% (min)	
BARRIER PERFORMANCE	AQL ≤ 1.0	
QUALITY CERTIFICATION	amfori-BSCI, RGA, Sedex, WRAP	
TESTING	ASTM D412, ASTM D573, ASTM D3767, ASTM D5151, ASTM D6124, ASTM D6978, and ASTM F1671/1671M	

Purpose

Single use medical device class 1, as per the FDA Single-use medical device

Single use medical examination glove, as per ISO 11193

Suitable for food handling, as per relevant sections of 21 CFR Parts 170-199

Packaging

DIMENSIONS	Dispenser 245L x 123W x 54H mm Carton 280L x 254W x 255H mm
PERFECT PALLET	84 (14 x 6)

Reorder numbers / Glove counts*

BLNF102	Small	100 gloves/bx	10 bxs/cs
BLNF103	Medium	100 gloves/bx	10 bxs/cs
BLNF104	Large	100 gloves/bx	10 bxs/cs
BLNF105	X-Large	100 gloves/bx	10 bxs/cs
BLNF106	XX-Large	100 gloves/bx	10 bxs/cs

SAMPLES: Available by request - ask your sales rep!

For maximum protection, we recommend changing nitrile gloves every 20-30 minutes

*glove counts "by weight"



PEOPLE, PROTECTING PEOPLE

IMPORTANT NOTE: The latest product information is available at www.golgloves.com/products. Failure to observe this information, in particular with regard to (chemical) resistance, frequency of use and tolerability of the gloves, can result in personal injury and/or material damage. HARPS is not liable for incorrect use of the gloves nor will HARPS be liable for improper storage and handling. In case of damage or unusual signs of wear and tear, gloves shall not be used. In case of any doubt, expert advice should be sought before use. The information and classification is up to date as of the date of publication. Technical details are average values from production and may vary in individual cases. This disclaimer is subject to mistakes, printing errors and amendments. CAUTION: Natural latex can cause allergic reactions, including anaphylactic shock. HARPS bears no liability for allergic reactions. © Copyright 2024 HARPS