

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MIDWEST VETERINARY SUPPLY, INC., FOR THE SUPPLY OF KENNEL AND VETERINARY SUPPLIES FOR THE CITY OF DENTON'S ANIMAL SERVICES SHELTER; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8862 – AWARDED TO MIDWEST VETERINARY SUPPLY, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,500,000.00).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Animal control]; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

<u>BID NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8862	Midwest Veterinary Supply, Inc.	\$1,500,000.00

SECTION 2. That by the acceptance and approval of the above competitive bids the City accepts the offer of the persons submitting the bids for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City Manager, or their designated representative, is hereby authorized to execute a written contract, which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8862
File Name	Kennel and Veterinary Supplies
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND Midwest Veterinary Supply, Inc.
(Contract #8862)**

THIS CONTRACT is made and entered into this date _____, by and between Midwest Veterinary Supply, Inc. a North Dakota corporation, whose address 11965 LARC INDUSTRIAL BOULEVARD BURNSVILLE, MN 55337, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City’s #8862 - Kennel and Veterinary Supplies, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s IFB 8862 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “E”**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “F”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

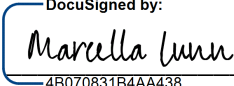
CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

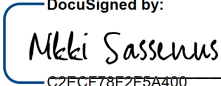
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
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THIS CONTRACT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

 _____
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SIGNATURE PRINTED NAME

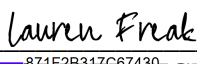
Director of Animal Services

TITLE

Animal Services

DEPARTMENT

CONTRACTOR

Signed by:
BY:  _____
874F2B317C67420
AUTHORIZED SIGNATURE

Printed Name: Lauren Freak _____

Title: Strategic Accounts Manager _____

6122101201

PHONE NUMBER

lauren.freak@midwestvet.net

EMAIL ADDRESS

800753405

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for four additional one (1) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton. The contract will renew upon mutual agreement of the parties each year on the anniversary of the date of award by City Council. This mutual agreement will be evidenced by a letter agreement signed by the parties at least ninety (90) days prior to the expiration of the then current term. The letter agreement will incorporate the terms and conditions of this Contract unless specifically negotiated. . The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. Upon mutual agreement as set forth above, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

Prices will be changed based on manufacturer contractual prices. There will be no limit or PPI associated with these price changes. Requests will be submitted each time we are notified of a price increase by the manufacturer. Respondent must also provide supporting documentation as

justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 7 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed \$1,500,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product deliveries shall be made between 8:00 AM – 4:30 PM Monday through Friday, excluding holidays. All products shall be delivered to City of Denton Animal Shelter located at 3717 N. Elm St., Denton, TX 76209. The shelter staff and veterinary clinic staff shall ensure the accuracy of each delivery.

8. Performance Liquidated Damages – Intentionally Omitted

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order. The cost of shipping and delivery for Rescue 55-Gallon Drums will be given when an order is placed. This cost may change based on the time of purchase and quantity ordered.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. **INVOICES:**

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation

charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes

or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. TRAVEL EXPENSES: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

Contract 8862

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict

accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Contract 8862

deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of

discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's

reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations

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within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance

during the contract term.

B. **Specific Coverage Requirements:** Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II)**

THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its

employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who

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is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole Contract 8862

or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of

initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and Contract 8862

confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available

commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. PREVAILING WAGE RATES: The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. DRUG FREE WORKPLACE: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at [:https://www.ethics.state.tx.us/filinginfo/1295/](https://www.ethics.state.tx.us/filinginfo/1295/)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit E

Line #	Description	Mfgno	QTY	UOM	Unit	Item numbers
1	ACAREXX .01% INVERMECTION OTIC SUSPENSION		1	EA	No Bid	
2	ACEPROMAZINE INJ 10MG (RX) 50ML	136059	1	EA	26.91	090.00500.3
3	ACEPROMAZINE TABS 10 MG 100 CT	86117004907	1	EA	38.4	586.00040.3
4	AGRIMECTIN 1% INJ 50ML	225	3	EA	17.11	801.00235.3
5	AIRCARE ENDO TUBE 9.5MM		1	EA	1.22	
5 ALT1	Clear endotube with cuff 9.5 mm	000.00413.3	1	EA	1.22	000.00413.3
6	ALBAN 5% ORAL SUSPENSION 473ML BOTTLE	10000296	2	EA	107.95	885.10025.3
7	ALBON 5% ORAL SUSPENSION 2 OZ	10000295	1	EA	20.85	885.10021.3
8	ALBON TABLETS 250 MG 500 CT	10000292	1	EA	238.5	885.10005.3
9	ALBON TABLETS 500 MG 500 CT	10000294	1	EA	393.65	885.10011.3
10	ALBON TABS 125MG 200CT	10000291	1	EA	61.3	885.10000.3
11	ALBON TABS 500MG 100CT	10000293	1	EA	106.25	885.10010.3
12	ALCONOX LAB DETERGENT 4 LB.	800057	2	EA	59.71	348.10040.2
13	ALLERDERM FOAMING CLEANSER	13500	1	EA	11.6	724.01520.3
14	ALLOPURINOL TABS 300 MG 100 CT (ZYLOPRIM)	191.09010.3	3	EA	4.85	191.09010.3
15	ALPHATRAK 3 CONTROL SOLUTION	10024745	1	EA	18.4	004.00285.2
16	ALPHATRAK 3 LANCETS 50 CT	10024744	1	EA	11.8	004.00292.2
17	ALPHATRAK 3 STARTER KIT	10026571	1	EA	59.95	553.00265.2
18	ALPHATRAK 3 TEST STRIPS 50 CT	10026572	1	EA	46.2	553.00275.2
19	ALPHATRAK LANCING DEVICE	10024747	1	EA	7.35	004.00295.2
20	ALUSPRAY AEROSOL BANDAGE	08887	14	EA	19.39	193.02050.3
21	AMOXI & CLAY POT .05-DROPS 15 ML 50/12.5MG (62.5MG/M	69043-024-11	8	EA	12.3	666.00018.3
22	AMOXICILLIN CAPS 500MG 500CT	191.15260.3	2	EA	26.5	191.15260.3
23	AMOXICILLIN CAPS 250MG 100CT	191.15200.3	1	EA	5.43	191.15200.3
24	AMOXICILLIN CAPS 500MG 100CT	191.15240.3	1	EA	8.45	191.15240.3
25	AMOXICILLIN CAPSULE 250MG (RX) 500S	191.15220.3	2	EA	24.33	191.15220.3
26	AMOXICILLIN CAPSULE 500MG (RX) 500S	191.15260.3	1	EA	26.5	191.15260.3
27	AMOXI-CLAV ORAL SUSP 15ML *50MG/12.5MG/ML (CLAVACILLIN)	69043-024-11	6	EA	12.3	666.00018.3
28	ANESTHESIA MASK ELDRIDGE SET/3	J03555	2	EA	112.77	350.10192.2
29	ANESTHESIA MASK FELINE SM	32393B5	1	EA	19.42	685.01750.2
30	ANESTHESIA MASK LG FELINE	93805029	3	EA	45.11	432.02266.2
31	ANESTHESIA MASK SET WITH DIAPHRAGMS 3 CT	ACC531	1	EA	119.39	644.00160.2
32	ANIMAX OINTMENT 7.5ML	122-75	32	EA	6.68	193.02800.3
33	ANTISEDAN 10ML	10000449	5	EA	258.9	193.02854.3
34	APNEA MONITOR BREATHE SAFE III	BS-3	2	EA	158.8	472.02020.2
35	APPOSE STAPLER 35WIDE 88868037-12	8886803712	1	EA	10.93	366.71420.4
36	ATROPINE SULF OPTH SOL 1% 5ML	191.18020.3	1	EA	21.49	191.18020.3
37	ATROPINE SULFATE 1/120GR 100 ML .54MG/ML	A-3054-04	2	EA	24.69	193.03705.3
38	AUTOCLAVE BAG 5.25"X10" 200S MPP100525GS	CRO P015410	5	EA	13.86	001.38722.2
39	AUTOCLAVE CHEMICAL INDICATOR STRIPS	MMM 1250	1	EA	28.97	470.00098.4
40	AUTOCLAVE CLEANER CHAMBER BRITE 10 CT	CB0010-1	1	EA	52.33	195.00018.2
41	AUTOCLAVE TAP LF 1/2"X60YD (COMPLY STEAM INDICATOR TAPE)	1322-12MM	4	EA	4.02	470.00018.4
42	AVAGARD SURGICAL SCRUB 500ML	470.00006.4	2	EA	43.89	470.00006.4
43	AZITHROMYCIN ORL PWD 100MG/5ML 15ML (ZITHROMAX)	191.19000.3	58	EA	2.73	191.19000.3
44	AZITHROMYCIN ORL PWD 200MG/5ML 30ML (ZITHROMAX)	191.19040.3	39	EA	2.85	191.19040.3
45	AZITHROMYCIN TABLETS 250 MG 30 CT	191.19205.3	1	EA	3.25	191.19205.3
46	AZITHROMYCIN TABLETS 500 MG 30 CT	191.19225.3	1	EA	7.59	191.19225.3
47	BARIUM SULFATE SUSPENSION 16 OZ J1350	J1350	2	EA	18.3	350.70000.3
48	BETADINE SOLUTION GALLON	BVSO1G	5	EA	46.88	575.00020.3

49	BETAGEN TOPICAL SPRAY 60ML *	GTS72-60	3	EA	7.18	193.23600.3
50	BIBULOUS PAPER BOOK 50 X 6 CT	3718	1	EA	18.81	290.00005.2
51	BIOMOX SUSPENSION 50MG/ML 30ML	92530	1	EA	9.05	724.08420.3
52	BLACK BREATHING BAG .5 LITER *DS*	280-05AP	3	EA	18.12	715.75197.2
53	BLADE 5 IN 1 NON-ADJUST 45	41873-7190	8	EA	29.34	762.08040.2
54	BLADE A5 7 SKIP TOOTH	78919056005	1	EA	26.2	525.00330.2
55	BLADE A5 7F	78919166005	1	EA	26.2	525.00387.2
56	BLADE SET 5 IN 1 FINE 9-40	02179-301	2	EA	29.34	762.05420.2
57	BOSTON ROUND AMBER .5OZ W/20MM ORAPAC INSERT & 1ML ORAL SYR	SP-ON-012-12	248	EA	0.98	130.40095.2
58	BOTTLE ADAPTER INSERT 24MM	17283	2	EA	3.36	321.00225.2
59	BRAUN CHROMIC 0 50M	J0091C0	3	EA	122.7	350.03420.2
60	BRAUN CHROMIC 1 50M	J0091C1	3	EA	143.5	350.03430.2
61	BRAUN CHROMIC 3 50M	J0091C3	2	EA	187.95	350.03450.2
62	BRAVECTO TOPICAL CANINE 88 - 123 LBS PINK 10 CT	153307	1	EA	450.7	349.09140.3
63	BREATHING BAG 1 LITER	91316041	3	EA	33.03	432.00215.2
64	BREATHING BAG 2 LITER 7/8 BUSH NICK BICKFORD	18702	2	EA	16.59	080.00064.2
65	BREATHING BAG 2 LITTER J0249R2	J0249R2	2	EA	32	350.05483.2
66	BREATHING BAG 3 LITER	91316043	3	EA	33.03	432.00191.2
67	BREATHING BAG 4 LITER	91316044	2	EA	33.03	432.00192.2
68	BROWN COTTON CLING GAUZE ROLL 3" X 5 YARDS 12 CT	J0192A	1	EA	6.21	350.05515.2
69	BROWN COTTON CLING GAUZE ROLL 6" X 5 YARDS 12 CT	J0192B	1	EA	11.07	350.05520.2
70	BUPIVACAINE HCL INJ 5MG/ML (RX) 50ML	191.26567.3	1	EA	4.38	191.26567.3
71	BUPIVACAINE INJ 0.5% 50ML MDV	191.26567.3	2	EA	4.38	191.26567.3
72	BUPRENORPHINE INJ .3MG/ML CIII 5X1ML VIALS (PARS)	191.26890.3	9	EA	91.88	191.26890.3
73	BUPRENORPHINE INJ .3MG/ML CIII 5X1ML VIALS (PAR)	191.26890.3	9	EA	91.88	191.26890.3
74	CALM AND CONFIDENT 60CT	0900780.060	2	EA	17.43	740.13420.3
75	CANINE AND/OR FELINE CN CRITICAL NUTRITION 24X5.5OZ	003810014720	19	EA	55.79	578.16220.5
76	CANINE EN HOSPITAL PACK 25LB		10	EA	26.7	578.20025.5
77	CANINE EN HOSPITAL PACK 32LB GASTRONINTESTINAL		2	EA	No Bid	
78	CAPROVET CHEWABLE TABS 75MG CARPROFEN 180 CT	CCH75-180	2	EA	69.7	193.07730.3
79	CAPSTAR TABLETS 11.4 MG CANINE 2 LBS - 25 LBS BLUE 10 X 6 CT	3075	1	EA	276.42	298.30100.3
80	CAPSTAR TABLETS 11.4 MG FELINE 2 LBS - 25 LBS PINK 10 X 6 CT	3077	1	EA	276.42	298.30200.3
81	CAPSTAR TABLETS 57 MG CANINE OVER 25 LBS GREEN 10 X 6 CT	3076	1	EA	276.42	298.30050.3
82	CARPRIEVE INJ 50 MG/ML 50 ML CARPROFEN	6451506670	24	EA	129.63	515.00719.3
83	CARPRIEVE INJ 50MG/ML 20ML	6451503670	3	EA	54.57	515.00718.3
84	CARPRODYL INJ 50MG/ML 20ML **	6451503670	26	EA	54.57	515.00718.3
85	CARPROFEN CAPLET 100MG (RX) 180S	CCAP100-180	1	EA	60.77	577.31062.3
86	CARPROVET CHEWABLE TABS 100MG	CCH100-180	5	EA	88.28	193.07736.3
87	CARPROVET FLAVORED TABS 100MG*	CCH100-180	1	EA	88.28	193.07736.3
88	CAST PADDINGS	2059-	1	EA	11.73	366.27100.4
89	CATEGO <9LBS 36 COUNT	C70850B	1	EA	330.16	681.72205.3
90	CEFPDODERM TABS 100MG 100CT CEFPODOXIME	17033-431-10	2	EA	36.24	577.31100.3
91	CENTRIFUGE TUBES DISP 15ML J0546A CONICAL POLYSTYR 100 CT	J0546A	8	EA	19.5	350.11122.2
92	CEPHALEXIN CAPS 250MG 100CT	191.32000.3	2	EA	4.99	191.32000.3
93	CEPHALEXIN CAPS 500 MG 500 CT (KEFLEX)	191.32060.3	2	EA	35.67	191.32060.3
94	CEPHALEXIN CAPS 500MG 100CT	191.32040.3	1	EA	9	191.32040.3
95	CEPHALEXIN CAPSULE 250MG (RX) 500S	191.32020.3	1	EA	19.56	191.32020.3
96	CEPODERM TABS 200MG 100 CT - CEFPODOXINE PROXETIL VET LABEL	17033-432-10	3	EA	70.7	577.31105.3
97	CERENIA INJ 10MG/ML 20ML	10021317	12	EA	225.55	553.00001.3
98	CHLORADINE SCRUB 2% GAL	9006-01-00	1	EA	33.95	370.80010.3
99	CHLORHEXIDINE Q SCRUB 2% GAL	VINV-CLOR-SCRB	7	EA	37.97	562.30804.3
100	CHLORHEXIDINE SOLUTION 2% GAL	57319-414-09	1	EA	10	193.08855.3

101	CIPROFLOXACIN TABLET 250MG (RX) 100S	191.34400.3	1	EA	5.29	191.34400.3
102	CIPROFLOXACIN TABS 500MG 100CT	191.34420.3	1	EA	9.75	191.34420.3
103	CLAVACILLIN DROPS 15ML	17033-451-15	8	EA	12.29	193.12358.3
104	CLAVACILLIN TABS 125MG 210CT - AMOXICILLIN/CLAV. POT.	17033-441-21	1	EA	119.56	193.02352.3
105	CLAVACILLIN TABS 250MG 210CT - AMOXICILLIN/CLAV. POT.	17033-442-21	2	EA	196.9	193.02354.3
106	CLAVACILLIN TABS 375MG 210CT - AMOXICILLIN/CLAV. POT	17033-443-21	2	EA	281.35	193.02356.3
107	CLAVACILLIN TABS 62.5MG 210CT - AMOXICILLIN/CLAV. POT	17033-440-21	1	EA	64.52	193.02350.3
108	CLAVAMOX DROPS 15ML 12CT	10000485	1	EA	255.6	193.09500.3
109	CLAVE MULTI-DOSE VIAL ADAPTER	10014486	35	EA	3.11	004.27000.2
110	CLEAN & SIMPLE TABLETS 64CT	CS0064	1	EA	50.72	195.00025.2
111	CLEVOR .3ML PRE-FILLED DROPPER 5 PK	462253	1	EA	131.82	733.93000.3
112	CLINDA GUARD DROPS (RX) 20ML	1CLI005	3	EA	3.13	193.09702.3
113	CLINDAMYCIN CAPS 300MG 100CT	6904301601	2	EA	16.36	666.00058.3
114	CLINDAMYCIN CAPS 300MG 100CT (CLEOCIN)	191.35540.3	2	EA	9.9	191.35540.3
115	CLINDAMYCIN CAPS 75MG 200CT	6904301420	1	EA	53.64	666.00052.3
116	CLINDAMYCIN HCL CAPSULE 150MG (RX) 200S		1	EA	No Bid	
117	CLINDAMYCIN HCL CAPSULE 75MG (RX) 200S	6904301420	1	EA	53.64	666.00052.3
118	CLIPPER AID SPRAY DISINFECTANT 16OZ	76300102005	2	EA	5.44	525.00482.2
119	CONVENIA 10 ML	10001498	26	EA	457.4	885.10380.3
120	CONVENIA STERILE WATER 10ML	10025200	19	EA	0	885.10386.3
121	CONVENIA STERILE WATER 10ML *	10025200	7	EA	0	885.10386.3
122	CONVENIENT CAUTERY KIT	J0313	1	EA	65.59	350.05936.2
123	COOL CARE PLUS 15.5OZ ANDIS	12750	4	EA	8.34	046.15000.2
124	COSEQUIN CAPS FOR CATS 80 CT	CQCAT80	4	EA	13.48	193.11050.3
125	COSEQUIN FOR CATS SOFT CHEWS	CQSCFEL60	1	EA	7.52	193.11052.3
126	COTTON BALL N/S MEDIUM 2000S 801	20050	1	EA	6.18	000.30010.2
127	COTTON SURGICAL TOWEL BLUE 17" X 30"	T-3B	1	EA	4.56	272.05001.2
128	COTTON TIP APPLICATOR+WD STEM 100S J0195 - NON STERILE	J0195	1	EA	15.65	350.05136.2
129	COTTON TIPPED APPLICATORS 6" 1000 CT	000.30020.2	1	EA	5.02	000.30020.2
130	COUGH TABLET 1000S	D47410B	2	EA	171.26	153.00180.3
131	COVER GLASS 22X22 1OZ	14120200	6	EA	6.04	573.14122.2
132	CROPAMEZOLE INJ 10ML	69043-039-10	23	EA	95.68	666.00074.3
133	CURITY STRETCH BANDAGE 1"	2239	2	EA	5.59	366.02000.4
134	CURITY STRETCH GAUZE BANDAGE 2" X 2.1 YDS 12 CT	2242-	1	EA	4.02	366.02010.4
135	CURITY STRETCH GAUZE BANDAGE 3" X 2.1 YDS 12 CT	2244-	1	EA	5.21	366.02020.4
136	CURITY STRETCH GAUZE BANDAGE 4" 2.1 YDS 12 CT	2247	1	EA	7.26	366.02030.4
137	CURITY STRETCH GAUZE BANDAGE 6" X 2.1 YDS 6 CT	2249	1	EA	5.41	366.02050.4
138	CURVED TIP SYRINGES	8881412012	1	EA	23.79	366.69402.4
139	DASUQUIN LG 150CT	DASUL150	2	EA	50.21	193.12160.3
140	DASUQUIN SM/MED 150CT	DASUS150	2	EA	45.09	193.12180.3
141	DECHRA TENNIS BALL THROWER		5	EA	No Bid	
142	DENOSYL SD4 TABS 90MG 30CT	DEN90	1	EA	16.39	193.13000.3
143	DEPO MEDROL 20MG/ML (RX) 20ML	10000792	1	EA	79.75	555.04050.3
144	DEXAMETHASANE 2MG/1ML 100ML BOTTLE	1DEX022	1	EA	10.4	193.13275.3
145	DEXAMETHASONE INJ. 2MG 100 ML	D-2953-04	2	EA	10	193.13214.3
146	DEXDOMITOR INJECTION 0.5 MG/ML 10 ML	10002752	1	EA	236.25	193.13250.3
147	DEXIUM SP 4MG 100ML DEXAMETHASONE (BIMEDA LABEL)	1DEX023	1	EA	33.37	193.13211.3
148	DEXMEDESED INJ. .5MG/ML 10ML - DEXMEDETOMIDINE HYDROCHLORIDE	17033-005-10	102	EA	113.82	193.13291.3
149	DEXMEDETOMIDINE INJECTION 0.5 MG/ML	VINV-PNL1-0334	8	EA	112.98	562.80860.3
150	DEXMEDVET 10ML	69043-038-10	2	EA	105.7	666.00072.3
151	DEXTROSE SOLUTION 50% 500ML BOTTLE	57319-543-07	2	EA	4.12	193.13340.3

152	DIAGEL CAT 6X1ML NEW FORMULA	571606	3	EA	74.62	712.45025.3
153	DIAGEL KITTEN 6X.5ML NEW FORMULA	571605	22	EA	69.62	712.45020.3
154	DIAGEL SM DOG 6X1ML	570601	2	EA	74.7	712.45000.3
155	DIP QUICK STAIN #1 500ML JO322A2	JO322A2	1	EA	27	350.10072.2
156	DIPHENHYDRAMINE .25MG CAPSULE	191.41100.3	1	EA	1.96	191.41100.3
157	DIPHENHYDRAMINE .50MG CAPSULE	191.41120.3	1	EA	2.19	191.41120.3
158	DIPHENHYDRAMINE INJ 10ML *		1	EA	No Bid	
159	DIPHENHYDRAMINE INJ 25X1ML	191.41320.3	1	EA	22.25	191.41320.3
160	DIPQUICK 2 STAIN RED 500ML JO322A2	JO322A2	1	EA	27	350.10072.2
161	DIPQUICK 3 COUNTER STAIN BLUE 500ML JO322A3	JO322A3	1	EA	27	350.10074.2
162	DIPQUICK FIXATIVE TEAL 500ML JO322A1	JO322A1	1	EA	24	350.10070.2
163	DIROBAN 50MG W/DILUENT 5PK	10012868	41	EA	283.25	885.10390.3
164	DOLOREX INJ 10MG/ML 50ML C-IV (BUTORPHANOL)	017070	22	EA	173.53	349.12100.3
165	DOXYCYCLINE HCL CAPSULE 50MG (RX) 500S		3	EA	No Bid	
166	DOXYCYCLINE HYCLATE TABS	191.42390.3	6	EA	21.45	191.42390.3
167	DOXYCYCLINE HYCLATE TABS 100MG 500CT (VIBRA-TABS)	191.42390.3	35	EA	21.45	191.42390.3
168	DRONTAL PLUS 68MG 50CT	90207984	1	EA	492.7	405.00414.3
169	DRONTAL PLUS 136MG 30CT	90207985	1	EA	531.64	405.00416.3
170	DRONTAL PLUS TAB 136MG 30CT	90207985	1	EA	531.64	405.00416.3
171	DRONTAL PLUS TABLETS SMALL CANINE 22.7 MG 50 CT	90207983	1	EA	192.97	405.00412.3
172	DRONTAL TAB CAT 72.6MG 50CT	90207982	1	EA	235.23	405.00424.3
173	DYNE HIGH CALORIE LIQUID NUTRITIONAL SUPPLEMENT FOR DOGS 16 OZ	20510	1	EA	9.77	105.00019.3
174	DYNE HIGH CALORIE LIQUID NUTRITIONAL SUPPLEMENT FOR DOGS 32 OZ	20514	1	EA	15.44	105.00042.3
175	EAZE-OFF SPRAY 50ML	FEO0050A	2	EA	19.89	193.15068.3
176	ELASTIC ADHESIVE BANDAGE 2"	J1030A	2	EA	16.11	350.78725.2
177	ELASTIC TAPE 2"X5YD	3668	1	EA	10.74	001.06063.2
178	ELASTIC TAPE 4"X5YD	3670	1	EA	20.14	001.06061.2
179	ELASTIKON 1"X2 5 YD 12 CT	VINV-ELAS-5172	1	EA	26.28	001.10700.2
180	ENCORE SENSI-TOUCH LATEXSURGICAL GLOVES POWDER FREESIZE 8 - 50 PAIR	ANS 7826PF	5	EA	36.33	001.09045.2
181	ENDO TUBE PVC CUFFED 10.5MM J0149L	J0149L	1	EA	8.7	350.04581.2
182	ENDOSORB SUSPENSION 4OZ	30021704	1	EA	11.45	193.17322.3
183	ENDOSORB TABLETS FOR DOGS & CATS 500 CT	30030251	1	EA	86.44	193.17326.3
184	ENDOTRACH TUBE AIRACE CUFFED 10.0MM	5100	1	EA	1.22	198.25100.2
185	ENDOTRACH TUBE AIRACE CUFFED 3.0MM	100/100/030	1	EA	1.82	685.01420.2
186	ENDOTRACH TUBE AIRACE CUFFED 3.5MM	100/100/035	1	EA	1.82	685.01422.2
187	ENDOTRACH TUBE AIRACE CUFFED 4.0MM	100/100/040	1	EA	1.82	685.01424.2
188	ENDOTRACH TUBE AIRACE CUFFED 4.5MM	100/100/045	1	EA	1.82	685.01426.2
189	ENDOTRACH TUBE AIRACE CUFFED 5.0MM	100/100/050	1	EA	1.82	685.01428.2
190	ENDOTRACH TUBE AIRACE CUFFED 5.5MM	100/100/055	1	EA	1.82	685.01430.2
191	ENDOTRACH TUBE AIRACE CUFFED 6.0MM	100/100/060	1	EA	1.82	685.01432.2
192	ENDOTRACH TUBE AIRACE CUFFED 6.5MM	100/100/065	1	EA	1.82	685.01434.2
193	ENDOTRACH TUBE AIRACE CUFFED 7.0MM	100/100/070	1	EA	1.82	685.01436.2
194	ENDOTRACH TUBE AIRACE CUFFED 8.00MM	100/100/080	1	EA	1.82	685.01440.2
195	ENDOTRACH TUBE AIRACE CUFFED 8.5MM	100/100/085	1	EA	1.82	685.01442.2
196	ENDOTUBE CLEAR NO CUFF 2MM	91316526	2	EA	4.03	432.01325.2
197	ENDOTUBE CLEAR W/CUFF 11MM	5110	2	EA	8.4	198.25110.2
198	ENDOTUBE CLEAR W/CUFF 12MM	5120	2	EA	8.4	198.25120.2
199	ENDOTUBE CLEAR W/CUFF 5MM	5050	4	EA	1.22	198.25050.2
200	ENDOTUBE CLEAR W/CUFF 6.5MM	5065	5	EA	1.22	198.25065.2
201	ENDOTUBE CLEAR W/CUFF 6.5MM	5105	2	EA	8.4	198.25105.2
202	ENDOTUBE CLEAR W/CUFF 6MM	5060	4	EA	1.22	198.25060.2
203	ENDOTUBE CLEAR W/CUFF 7.5MM	100/100/075	3	EA	1.82	685.01438.2
204	ENDOTUBE CLEAR W/CUFF 7MM	5070	3	EA	1.22	198.25070.2
205	ENDOTUBE CLEAR W/CUFF 8MM	5080	2	EA	1.22	198.25080.2
206	ENDOTUBE CLEAR W/CUFF 9MM	100/100/090	3	EA	1.82	685.01444.2

207	ENDOTUBE CLEAR W/CUFF 9MM	5090	2	EA	1.22	198.25090.2
208	ENDOTUBE NO CUFF 2.5MM	100382025	2	EA	2.07	001.10600.2
209	ENROFLOX 100 INJ 100ML	606840867002	1	EA	45.08	515.10000.3
210	ENROFLOX 2.27% FOR DOGS 20ML		1	EA	No Bid	
211	ENROFLOX 2.27% FOR DOGS 50ML	6068906670	1	EA	56.02	515.10012.3
212	ENROFLOX CHEW TAB 136MG 50CT	6102462670	1	EA	92.48	193.10010.3
213	ENROFLOX CHEW TAB 22.7MG 50CT	6102262670	1	EA	20.35	193.10001.3
214	ENROFLOX CHEW TAB 68MG 200CT	6102368670	1	EA	175.59	193.10008.3
215	ENROFLOX CHEW TAB 68MG 50CT	6102362670	1	EA	51.17	193.10006.3
216	ENTYCE 30MG/ML - 15ML BOTTLE	CA5535015AM	3	EA	37.88	131.25005.3
217	EPINEPHRINE ING 1:1000 50 ML	E-4000-02	2	EA	31.21	193.17556.3
218	EPI-OTIC ADVANCED 8 OZ	003108	3	EA	12.12	724.35120.3
219	EYE IRRIGATING SOLUTION 4OZ **	191.43600.3	4	EA	3.03	191.43600.3
220	E-Z SCRUB POVIDONE IODINE	BEC 372053	3	EA	32.51	751.25130.2
221	FAMOTIDINE INJECTION 10 MG 20 ML 10 CT	191.43861.3	1	EA	90.33	191.43861.3
222	FAMOTIDINE INJECTION 20 MG/ 2 ML 25 X 2 ML	191.43855.3	1	EA	23.88	191.43855.3
223	FAMOTIDINE ORAL SUSPENSION 40 MG/5 ML 50 ML	191.43867.3	1	EA	4.56	191.43867.3
224	FAMOTIDINE TABLETS 10 MG 30 CT	191.43800.3	1	EA	1.44	191.43800.3
225	FAMOTIDINE TABLETS 20 MG 100 CT	191.43810.3	1	EA	1.46	191.43810.3
226	FAMOTIDINE TABLETS 40 MG 100 CT	191.43820.3	1	EA	2.31	191.43820.3
227	FATAL - PLUS SOL. 250ML C-II PENTOBARBITAL SODIUM	0298-9373-68	11	EA	109.33	749.20000.3
228	FECAL LOOP DUAL END 100CT DISP FOR ADULT & PUPPY	3500	7	EA	13.36	198.26000.2
229	FECASOL GAL	411470	5	EA	49.26	266.20100.3
230	FEEDING TUBE 3.5FR 12" PVC	461206E	3	EA	2.81	366.40501.4
231	FEEDING TUBE RED 8FR 16"	8890700811	2	EA	1.5	366.72200.4
232	FELINE EN 24.5.5 OZ	003810013636	5	EA	50.86	578.00219.5
233	FELINE HYDRA CARE 6X12CT DRY VET SUPPLEMENTS	003810018472	5	EA	59.94	578.00328.5
234	FELINE OM 6LB	003810013832	1	EA	33.16	578.00234.5
235	FELINE PET-EMA 6ML SYRINGE	30021934	7	EA	4.12	193.61300.3
236	FELINE UR ST/OX 6LB	003810013830	1	EA	34.52	578.00293.5
237	FELIWAY SPRAY 219ML PROFESSIONAL PACK	281020D	2	EA	58.52	153.00608.3
238	FLAVORX 2OZ CRISPY BACON	VINV-FLAV-0046	1	EA	61.9	562.90002.3
239	FLAVORX 2OZ GRILLED TUNA	VINV-FLAV-0044	1	EA	61.9	562.90008.3
240	FLUCONAZOLE TABS 150MG 12CT	191.44240.3	2	EA	3.78	191.44240.3
241	FLUNAZINE INJ 100ML	1FLU003	1	EA	9.09	193.20620.3
242	FLUOXETINE CAPSULES 10 MG 100 CT	191.44900.3	1	EA	2.32	191.44900.3
243	FLUOXETINE CAPSULES 10 MG 1000 CT	191.44901.3	1	EA	14.44	191.44901.3
244	FLUOXETINE CAPSULES 20 MG 100 CT	191.44910.3	1	EA	2.32	191.44910.3
245	FLUOXETINE CAPSULES 20 MG 1000 CT	191.44915.3	1	EA	15.5	191.44915.3
246	FLUOXETINE CAPSULES 40 MG 100 CT	191.44920.3	1	EA	3.01	191.44920.3
247	FLUOXETINE ORAL SOLUTION 20 MG/5 ML 4 OZ	191.44930.3	1	EA	22.55	191.44930.3
248	FLUOXETINE TABLET 10 MG 30 CT	191.44905.3	1	EA	1.49	191.44905.3
249	FLUOXETINE TABLETS 10 MG 100 CT	191.44940.3	1	EA	3.36	191.44940.3
250	FOR-BID COPROPHAGIA DETERRENT 12 CT	030.00010.3	1	EA	11.39	030.00010.3
251	FORTIFLORA CANINE CHEW TABS PRO PLAN PROBIOTIC 6X90CT	003810018784	5	EA	298.14	578.01561.5
252	FORTIFLORA SA PRO FELINE SYNBIOTIC ACTION 30X1GM 6CT	003810018726	14	EA	125.94	578.01536.5
253	FUROSEMIDE SYRUP 10MG/ML 60 ML	191.45460.3	1	EA	4.65	191.45460.3
254	FUROSEMIDE TABLET 20 MG 100 CT	191.45400.3	1	EA	1.55	191.45400.3
255	FUROSEMIDE TABLETS 40 MG 100 CT	191.45420.3	1	EA	2.52	191.45420.3
256	FUROSEMIDE TABLETS 80 MG 100 CT	191.45440.3	1	EA	3.71	191.45440.3
257	GABAPENTIN CAPS 100MG 500CT	191.45610.3	2	EA	6.99	191.45610.3
258	GABAPENTIN CAPS 400MG 500CT	191.45650.3	2	EA	15.26	191.45650.3
259	GABAPENTIN CAPSULES 300 MG 500 CT	191.45630.3	1	EA	11.51	191.45630.3
260	GABAPENTIN CAPSULES 400 MG 100 CT	191.45640.3	1	EA	3.57	191.45640.3
261	GABAPENTIN CAPSULES, 100MG	191.45600.3	8	EA	1.71	191.45600.3
262	GABAPENTIN CAPSULES, 300MG	191.45620.3	9	EA	2.51	191.45620.3

263	GABAPENTIN TABLET 800 MG 100 CT	191.45680.3	1	EA	6.06	191.45680.3
264	GABAPENTIN TABS 600MG 100CT	191.45660.3	1	EA	4.89	191.45660.3
265	GABAPENTIN TABS 600MG 500 CT (NEURONTIN)	191.45670.3	4	EA	21.66	191.45670.3
266	GABAPENTIN TABS 800MG 500CT	191.45690.3	1	EA	28.77	191.45690.3
267	GARDEN HOSE GUN	320423	7	EA	11.09	193.00181.2
268	GAUZE 4X4, 4 PLY NON WOVEN CASE (10BAGS OF 200 SHEETS)	3254	1	EA	2.91	001.14116.2
269	GAUZE SPONGE DERMACEA 3"X3" 4 PLY 4000CT	441401	6	EA	38.37	366.03529.4
270	GAUZE SPONGE NON-ADHERENT PADS STERILE 2" X 3" 100 CT	3423	1	EA	4.32	001.14118.2
271	GAUZE SPONGE NON-ADHERENT PADS STERILE 3" X 4" 100CT	3434	1	EA	5.56	001.14119.2
272	GENTACALM SPRAY (RX) 120ML	GTS72-120	4	EA	12.28	193.23601.3
273	GENTAMICIN .3% OPHTHALMIC SOLUTION 5ML BOTTLE	191.46020.3	2	EA	1.97	191.46020.3
274	GERMAN EYE PACK 75215G	75215G	1	EA	222.09	474.99069.3
275	GLOVES EXAM NITRILE LG 100CT	ANS 92134090	6	EA	5.13	001.10033.2
276	GLOVES EXAM NITRILE MED 100CT	ANS 92134080	12	EA	5.13	001.10032.2
277	GLOVES EXAM NITRILE PF LG 200CT	NDC P359024	32	EA	7.38	001.14803.2
278	GLOVES EXAM NITRILE PF MED 200CT	NDC P359023	67	EA	7.38	001.14802.2
279	GLOVES EXAM NITRILE SM 100CT	ANS 92134070	11	EA	5.13	001.10031.2
280	GLOVES SURGICAL LATEX PF 5.5	IHC 133550	2	EA	26.71	001.09020.3
281	GLOVES SURGICAL LATEX PF 6	ANS 7822PF	3	EA	36.33	001.09041.2
282	GLOVES SURGICAL LATEX PF 6	IHC 133600	2	EA	26.71	001.09021.3
283	GLOVES SURGICAL LATEX PF 7	IHC 133700	2	EA	26.71	001.09023.3
284	GLOVES SURGICAL LATEX PF 7 50CT ENCORE SENSI-TOUCH	ANS 7824PF	13	EA	36.33	001.09043.2
285	GLOVES SURGICAL LATEX PF 7.5	ANS 7825PF	9	EA	36.33	001.09044.2
286	GLOVES, EXAM NITRILE PF SM 200 CT	NDC P359022	40	EA	7.38	001.14801.2
287	GLOVES, SURGICAL LATEX 6.5 50CT ENCORE SENSI-TOUCH	ANS 7823PF	22	EA	36.33	001.09042.2
288	GOWN ISOLATION OS NS XL YEL 50S 301XL	J0739B	1	EA	5.75	350.50133.2
289	GOWN ISOLATION YELLOW 50 CT	GRA 86793	48	EA	69.25	001.14305.2
290	GRAM STAIN KIT 4X250ML	J0323	1	EA	33.9	350.05950.2
291	HEPARIN SOD. 1000 UNIT/ML 10ML	191.46701.3	2	EA	86.31	191.46701.3
292	HEPARIN SODIUM 1000 U/ML INJECTION 30 ML 25 CT	191.46722.3	1	EA	197.93	191.46722.3
293	HYDROGEN PEROXIDE 3% GAL	H-0350-07	2	EA	6.23	193.30352.3
294	HYDROXYZINE HCL TABS 25MG 500CT (ATARAX)	191.47650.3	1	EA	7.99	191.47650.3
295	HYDROXYZINE HCL TABS 50MG 100CT (ATARAX)	191.47670.3	1	EA	2.65	191.47670.3
296	HYDROXYZINE HCL TABS 25MG	191.47640.3	1	EA	2.03	191.47640.3
297	I-GLO	J1191	1	EA	14.8	350.79999.2
298	IMMERSON OIL MED VISCOSITY 120ML J0326A	J0326A	1	EA	25.5	350.09630.2
299	INSTRUMENT CLEANER/LUBE GAL 3-710	3-710	13	EA	28.93	475.20065.2
300	INSTRUMENT MILK CONCENTRATE GAL J0648	J0648	1	EA	51	350.08000.2
301	INSTRUMENT PUMP SPRAY LUBE	3-700	3	EA	9.54	475.03000.2
302	ISOPROPYL ALCOHOL 70% QUART	113232	7	EA	4.46	000.50052.3
303	ISOSPIRE (ISOFLURANE) 250ML INHALATION ANESTHETIC	ISO-250	41	EA	29.92	193.33270.3
304	ITRAFUNGOL ORAL SOLUTION 10MG/ML 52 ML	11605	38	EA	39.77	405.43100.3
305	IV CATHETER 16GAX2"	SRFF1651U	11	EA	1.84	193.75204.2
306	IV CATHETER 18GAX2"	SRFF1851U	11	EA	1.84	193.75220.2
307	IV CATHETER 20GAX1"	SRFF2025U	11	EA	1.84	193.75230.2
308	IV CATHETER 22GAX1"	SRFF2225U	11	EA	1.84	193.75250.2
309	IV CATHETER 24GAX.75"	SRFF2419U	11	EA	1.84	193.75260.2
310	IV CATHETER GUARD SET/4	J0644S	1	EA	23.59	350.25750.2
311	IV EXTENSION SET W/FLOW RATE	J1038	3	EA	4.66	350.78750.2
312	IV EXTENSION SET W/T SM BORE J0467E 5.5 NEEDLELESS	J0467E	11	EA	5.9	350.10698.2
313	IV MICROCLAVE MULTI-DOSE VIAL	VINV-PRAC-0012	5	EA	2.06	541.49568.2
314	IV SET SER A PRIM 78' 15DR 32065-46	10014507	1	EA	3.22	004.43050.2
315	IVER SLIP AND IVER LOCK SYRINGE CAPS	8881682085	1	EA	7.09	366.78500.4
316	IVERMECTIN 1% STERILE SOLUTION	226	6	EA	43.14	801.00236.3
317	KENALOG 10 - 50MG PER 5ML		1	EA	No Bid	

318	KETAMINE 100MG/ML 10 ML CIII (N) DECHRA LABEL	KET-10	108	EA	7.61	193.40620.3
319	KETOCHLOR SHAMPOO 16 OZ	002916	1	EA	21.91	724.41710.3
320	KETOCHLOR SHAMPOO 8 OZ	002908	1	EA	13.93	724.41700.3
321	KETOCONAZOLE TABLET 200MG (RX)100S	191.48830.3	5	EA	30.24	191.48830.3
322	KIMWIPES 280S	KCP 34155	2	EA	2.88	500.00050.4
323	KOOL LUBE SPRAY 14OZ 076300-101-004	76300101005	1	EA	6.13	525.00480.2
324	KWIK STOP STYPTIC POWDER 14GM 0.5OZ	463501	1	EA	4.41	153.00874.3
325	KWIK STOP STYPTIC POWDER 42GM	463522	3	EA	11.81	153.00877.3
326	LACTATED RINGERS 1000ML	07953-09	26	EA	6.88	004.40200.3
327	LACTULOSE 10G/15ML - ANY SIZE BOTTLE	191.49160.3	1	EA	5.85	191.49160.3
328	LACTULOSE ORAL SOLUTION 8OZ *		1	EA	No Bid	
329	LAP SPONGE 18"X18" 5CT NS	J0490A	4	EA	4.9	350.10860.2
330	LAXATONE TUNA FLAVOR 4.25OZ	410620	2	EA	10.6	266.50060.3
331	LEVETIRACETAM ER TABLET 500 MG 60 CT	191.49570.3	1	EA	4.83	191.49570.3
332	LEVETIRACETAM ER TABLET 750 MG 60 CT	191.49575.3	1	EA	7.19	191.49575.3
333	LEVETIRACETAM INJECTION 100 MG/ML 10 X 5 ML	191.49480.3	1	EA	17.28	191.49480.3
334	LEVETIRACETAM ORAL SOLUTION 100 MG/ML 473 ML	191.49490.3	1	EA	11.02	191.49490.3
335	LEVETIRACETAM TABLET 1000 MG 60 CT	191.49560.3	1	EA	5.7	191.49560.3
336	LEVETIRACETAM TABLET 250 MG 120 CT	191.49500.3	1	EA	3.05	191.49500.3
337	LEVETIRACETAM TABLET 500 MG 120 CT	191.49520.3	1	EA	4.71	191.49520.3
338	LEVETIRACETAM TABLET 750 MG 120 CT	191.49540.3	1	EA	8	191.49540.3
339	LEVETIRACETAM TABLETS 500 MG 500 CT	191.49521.3	1	EA	20.48	191.49521.3
340	LEVETIRACETAM TABLETS 750 MG 500 CT	191.49541.3	1	EA	29.34	191.49541.3
341	LEVETIRACETAM TABS 250 MG 500 CT	191.49502.3	1	EA	14.9	191.49502.3
342	LIDOCAINE HCL 2% (RX) 100ML	L-2000-04	2	EA	3.73	193.43111.3
343	LIDOCAINE ORAL SOL. 2% 100ML	191.49630.3	1	EA	12.6	191.49630.3
344	LIME SULFUR CREAM 2OZ	LSCREAM2OZ	12	EA	16.09	181.53005.3
345	LITTAUER STITCH SCISSORS 4.5"	V99-102	1	EA	8.95	475.01290.2
346	LOXICOM INJ 5MG/ML 20 ML MELOXICAM	6451603670	13	EA	95.34	515.50005.3
347	MAL-A-KET PLUS TRIZEDTA FLUSH 12 OZ	12MKTW	1	EA	22.37	247.55110.3
348	MAL-A-KET PLUS TRIZEDTA FLUSH 4 OZ	MKTW	1	EA	12.86	247.55100.3
349	MAL-A-KET SHAMPOO 8OZ	MKW	4	EA	15.44	247.55000.3
350	MAL-A-KET WIPES 50 CT	WMKW	1	EA	11.43	247.55040.3
351	MAROPITANT 160MG 1X4CT (MAROPITANT TABLET)	86117-0030-17	4	EA	23.34	586.00016.3
352	MAROPITANT 16MG 1X4CT (MAROPITANT TABLET)	86117-0027-17	2	EA	10.62	586.00010.3
353	MAROPITANT 24MG 1X4CT (MAROPITANT TABLET)	86117-0028-17	4	EA	11.03	586.00012.3
354	MAROPITANT 60MG 1X4CT (MAROPITANT TABLET)	86117-0029-17	3	EA	20.05	586.00014.3
355	MARQUIS ORAL PASTE 127GM	126672	1	EA	298.73	090.00454.3
356	MASK SURGICAL ANTI-FOG 50CT	KIM 49215	1	EA	18.46	001.00998.2
357	MAX & MOLLY 500G FREEZE DRIED BEEF LIVER TREAT	MM-LT-500	2	EA	19.54	052.01006.3
358	MEASURING SCOOP & DISPENSING		8	EA	No Bid	
359	MELATONIN TABS 3MG 60CT	191.50900.3	1	EA	1.55	191.50900.3
360	MELOXICAM INJ 5MG/ML 10ML	6451602670	1	EA	56.93	515.50000.3
361	MELOXIDYL ORAL SUS 1.5MG/ML	C531010A	2	EA	15.36	153.00936.3
362	MELOXIDYL ORAL SUSP 1.5MG/ML (RX) 100ML	C531100A	1	EA	64.55	153.00940.3
363	METHOCARBAMOL TABLETS 750 MG 100 CT	191.51640.3	1	EA	3.34	191.51640.3
364	METHOCARBAMOL TABS 500MG 100CT	191.51600.3	2	EA	2.59	191.51600.3
365	METOCLOPRAMIDE INJ. 5MG/ML 2 ML 25 CT (REGLAN)	191.52005.3	1	EA	32.9	191.52005.3
366	METOCLOPRAMIDE SYRUP 16OZ	191.52100.3	1	EA	72.6	191.52100.3
367	METRONIDAZOLE TABLET 250MG (RX) 500S	191.52540.3	4	EA	12.3	191.52540.3
368	METRONIDAZOLE TABLET 500MG (RX) 500S	191.52580.3	2	EA	22.38	191.52580.3
369	MICONAHX+TRIZ MOUSSE 7.1OZ	MHTMW	4	EA	17.37	193.49492.3
370	MICONAZOLE CREAM 2% 1OZ	191.52710.3	3	EA	1.43	191.52710.3
371	MICONOSOL SPRAY 1% 120ML *		3	EA	No Bid	
372	MICROSCOPE COVER SLIP 22X22CM 100S J0336		2	EA	2.15	
372 ALT1	Glass cover slips 22 x 22 aprox 156 count	5959.2	2	EA	2.15	000.05959.2
373	MICROSCOPE SLIDE CLEAR 72S J0335	J0335	5	EA	2.19	350.05957.2
374	MICROSCOPE SLIDES FROSTED 72 CT		1	EA	3.23	

374 ALT1	Frosted edge microscope slides 72 count	5958.2	1	EA	3.23	000.05958.2
375	MILBEMITE OTIC 10X2CT	CA480007JAM	2	EA	214.8	298.50000.3
376	MILBEMITE OTIC 10X2CT	CA480007JAM	1	EA	214.8	298.50000.3
377	MILLERSFORGE CAT CLAW SCISSORS	541C	1	EA	5.49	458.00100.2
378	MILLERSFORGE DOG NAIL CLIPPER	767	3	EA	12.97	458.00767.2
379	MINI GELPI RETRACTOR 5.5" J0240ME ECON *SO*	J0240ME	1	EA	29.92	350.05414.2
380	MIRATAZ TRANSDERMAL OINTMENT 5GRAM TUBE	17033-060-05	12	EA	25.08	809.50000.3
381	MIRTAZAPINE TABS 15MG 30CT	191.52900.3	2	EA	1.08	191.52900.3
382	MIRTAZAPINE TABS 7.5MG 30CT	191.52895.3	1	EA	6.9	191.52895.3
383	MISSING LINK CANINE 16OZ	80006	2	EA	10.64	241.50020.3
384	MISSION URINE 10SG 100CT	U031-101-10U	1	EA	23.57	456.55100.2
385	MODEL 15 COMPACT AIRLESS FOAMER LOW VOLUME	969920-B32	1	EA	152.99	193.00175.2
386	MONOJECT SYRINGE 12 CC CURVE TIP FOR EARS 50 CT	8881412012	1	EA	23.79	366.69402.4
387	MONOSWIFT PS 0 PFSL 36" VIOLET PS0987 12CT	PS0987	27	EA	74.47	193.50388.2
388	MONOSWIFT PS 2/0 PFSI 36" PS0943 VIOLET 12CT	PS0943	76	EA	74.72	193.50382.2
389	MONOSWIFT PS 3/0 PSH 30"	PSL316	2	EA	77.64	193.50411.2
390	MONOSWIFT PS 4/0 PFS2 36"	PS0922	4	EA	74.72	193.50401.2
391	MONOSWIFT PS SUTURE 3/0 PFS-1 12S PS0942	PS0942	75	EA	74.72	193.50383.2
392	MUPIROCIN OINTMENT 2% 22GM	191.53450.3	2	EA	2.05	191.53450.3
393	MUPIROCIN OINTMENT 2% 22GM *		1	EA	No Bid	
394	MURICIN OINTMENT 2% 15GM	420-15	2	EA	11.69	193.51200.3
395	MVET 2" COHESIVE WRAP NEON COLOR PACK	07011PK	1	EA	43.88	000.07011.2
396	MVET 4" COHESIVE WRAP	07039PK	1	EA	36.78	000.07039.2
397	MVET 4.75' ADSON BROWN GERMAN	75364G-542	7	EA	19.8	000.36308.2
398	MVET 5.5 GERMAN OLSEN HEGAR NEEDLE HOLDER TUNGSTEN CARBIDE	75614G-542	7	EA	56.57	000.36463.2
399	MVET 5.5 KELLY HEMOSTAT CURVED GERMAN	75306CG-542	1	EA	20.16	000.36307.2
400	MVET 5.5" SUPERCUT HI LEVEL	75460PK-542	1	EA	20.25	000.36312.2
401	MVET BASIC CLEAR COLLAR 12CM	MVBC312	7	EA	1.51	000.02027.2
402	MVET BASIC CLEAR COLLAR 25CM (15.5"-19")	MVBC625	17	EA	3.46	000.02030.2
403	MVET BASIC OPAQUE COLLAR 10CM	MVB210	8	EA	1.19	000.02011.2
404	MVET BOSTON ROUND BOTTLES WITH YORKER 0.25 OZ 50 CT	YRKBT11/4	1	EA	13.1	000.00500.2
405	MVET BOSTON ROUND BOTTLES WITH YORKER 0.5 OZ 50 CT	YRKBT11/2	1	EA	13.73	000.00503.2
406	MVET BOSTON ROUND BOTTLES WITH YORKER 1 OZ 50 CT	YRKBT101	1	EA	16.56	000.00505.2
407	MVET BOSTON ROUND BOTTLES WITH YORKER 16 OZ 25 CT	YRKBT16	1	EA	11.66	000.00515.2
408	MVET BOSTON ROUND BOTTLES WITH YORKER 4 OZ 25 CT	YRKBT104	1	EA	12.2	000.00509.2
409	MVET BOSTON ROUND BOTTLES WITH YORKER 6 OZ 25 CT	YRKBT106	1	EA	14	000.00511.2
410	MVET BOSTON ROUND BOTTLES WITH YORKER 8 OZ 25 CT	YRKBT108	1	EA	16.43	000.00513.2
411	MVET BOSTON ROUND W/YORKER 2 OZ 50 CT	YRKBT102	1	EA	20.03	000.00507.2
412	MVET CANINE E-COLLAR BASIC 20 CM	MVB520	14	EA	2.66	000.02014.2
413	MVET CANINE E-COLLAR BASIC 7.5 CM	MVB175	4	EA	1.1	000.02010.2
414	MVET CANINE E-COLLAR COMFORTPRO INFLATABLE 2X-LARGE	MVCP-XXL	1	EA	17.94	000.03045.2
415	MVET CANINE E-COLLAR COMFORTPRO INFLATABLE SMALL	MVCP-S	1	EA	8.6	000.03041.2
416	MVET CANINE E-COLLAR COMFORTPRO INFLATABLE X-SMALL	MVCP-XS	1	EA	7.94	000.03040.2
417	MVET COMFORTPRO COLLAR LG	MVCP-L	1	EA	12.11	000.03043.2
418	MVET COMFORTPRO COLLAR MED	MVCP-M	1	EA	9.59	000.03042.2
419	MVET COMFORTPRO COLLAR XL	MVCP-XL	1	EA	14.69	000.03044.2
420	MVET COTTON BALLS (LG)1000CT	20051	1	EA	6.18	000.30012.2
421	MVET COVER SLIPS GLASS 22X22	5959.2	2	EA	2.15	000.05959.2
422	MVET E-COLLAR FREE FLEX 4"10 CM	MVFF4	21	EA	5.4	000.03015.2
423	MVET E-COLLAR FREE FLEX 5.5" 14 CM	MVFF5.5	8	EA	5.55	000.03016.2
424	MVET FLEX TIP THERMOMETER	20001	5	EA	3.85	000.20001.2

425	MVET FREE FLEX E-COLLAR 12"	MVFF12	6	EA	14.01	000.03037.2
426	MVET FREE FLEX E-COLLAR 6.5"	MVFF6.5	6	EA	7.9	000.03017.2
427	MVET FREE FLEX E-COLLAR 8"	MVFF8	6	EA	10.55	000.03018.2
428	MVET FREE FLEX E-COLLAR 9.5"	MVFF9.5	6	EA	11.85	000.03019.2
429	MVET GAUZE SPONGE NON-WOVEN 2" X 2" 4 PLY 200 CT	20024	1	EA	0.77	000.30150.2
430	MVET GAUZE SPONGE NON-WOVEN 3" X 3" 4 PLY 200 CT	20034	1	EA	1.73	000.30154.2
431	MVET GAUZE SPONGE NON-WOVEN 4" X 4" 4 PLY 200 CT	20045	1	EA	3.59	000.30156.2
432	MVET GERMAN 6.75" MAYO SCISSORS STRAIGHT	75410SG-542	6	EA	18.06	000.36316.2
433	MVET GRADUATED OVAL BOTTLE 2OZ	SCBOTCRC02	1	EA	102.06	000.00540.2
434	MVET INSTRUMENT WRAP GREEN 20" X 20"	MVIWG2020	1	EA	6.91	000.19084.2
435	MVET INSTRUMENT WRAP GREEN 24" X 24"	MVIWG2424	1	EA	8.29	000.19086.2
436	MVET INSTRUMENT WRAP GREEN 30" X 30"	MVIWG3030	1	EA	10.64	000.19088.2
437	MVET INSTRUMENT WRAP GREEN 40" X 40"	MVIWG4040	1	EA	16.81	000.19090.2
438	MVET ISOPROPYL ALCOHOL 70% 32 OZ	113232	1	EA	4.46	000.50052.3
439	MVET ISOPROPYL ALCOHOL 70% GAL	113232	1	EA	4.46	000.50052.3
440	MVET IV 10 DROP ADMIN SET 103"	ECO168806-10B	24	EA	2.55	000.41100.2
441	MVET IV EXTENSION SET 30"	ECO188801	6	EA	1.85	000.41125.2
442	MVET IV SET 15 DROP WITH NEEDLE FREE INJECTION SITE 103"		1	EA	No Bid	
443	MVET LOCK COLLAR W/TAB 15CM	MVL15	6	EA	1.75	000.12013.2
444	MVET LOCK COLLAR W/TAB 25CM (CLIC TYPE) (15.5"-10")	MVL25	14	EA	3.38	000.12015.2
445	MVET LOCK COLLAR W/TABS 30CM	MVL30	19	EA	4.51	000.12016.2
446	MVET LOCK COLLAR W/TABS 35M CLIC TYPE 22" - 26"	MVL35	6	EA	7.93	000.12017.2
447	MVET MALE ADAPTER STD RESEAL	ECO168822	11	EA	0.54	000.41000.2
448	MVET ORAL SYRINGE WITH CAPCLEAR 1 CC 100 CT	ORDISP01MWV	50	EA	23.15	000.00550.2
449	MVET PF NITRILE EXAM SM **	13371	3	EA	4.03	000.30190.2
450	MVET PLASTIC DISPENSE BAG 12X9 I HEART MY PET 100CT	000.40003.2	3	EA	12.58	000.40003.2
451	MVET ROCHESTER CARMALT 6.25" GERMAN CURVED	75316CG-542	5	EA	21.73	000.36318.2
452	MVET SHARPS CONTAINER	0320-150C - MVS	4	EA	4.31	000.71150.4
453	MVET SHARPS CONTAINER RED 4 QT SM W/CHIMNEY TOP	0319-150C - MVS	4	EA	3.95	000.71050.4
454	MVET SHOE COVERS XL 100CT	000.02034.3	1	EA	9.89	000.02034.3
455	MVET STAPLER RP35W 35WIDE EA	RP35W	5	EA	10.48	000.60001.2
456	MVET SURGICAL DRAPE 30"X30" BLUE FENESTRATION	MVSD30301	3	EA	8.88	000.19011.2
457	MVET SURGICAL DRAPE 30"X30" GREEN FENESTRATION	MVSDG30307	3	EA	9.92	000.19076.2
458	MVET SURGICAL DRAPE 30"X30" W/4"X75" FENESTRATIN GREEN	MVSDG30304	6	EA	9.92	000.19074.2
459	MVET SURGICAL DRAPE WITH FENESTRATION 4" X 0.75" GREEN 30" X 30"	MVSDG30304	1	EA	9.92	000.19074.2
460	MVET SURGICAL TOWEL 18"X33" BLUE	MVSTG1833	3	EA	3.49	000.19092.2
461	MVET SURGICAL TOWELS GREEN 18" X 33"	MVSTG1833	1	EA	3.49	000.19092.2
462	MVET THERMOMETER COVERS	N/A	3	EA	2.6	000.20007.2
463	MVET THIN FLEX TAPE EASY TEAR LATEX FREE PINK 1" X 7.5 YARD 12 CT	MVETAVTF100PNK	1	EA	19.85	000.08011.2
464	MVET THIN FLEX TAPE EASY TEAR LATEX FREE PINK 2" X 7.5 YARD 6 CT	MVETAVTF200PNK	1	EA	19.85	000.08012.2
465	MVET THIN FLEX TAPE .5"X7.5YD	MVETAVTF50PNK	2	EA	19.85	000.08010.2
466	MVET VIAL AMBER 13 DRAM 275CT	MWREV13	2	EA	60.29	000.00563.2
467	MVET VIAL AMBER 8 DRAM 410CT	MWREV08	2	EA	67.97	000.00559.2
468	MVET VIAL BLUE 6 DRAM 600CT	MWCRC06BL	3	EA	72.21	000.00587.2
469	MVET VIAL GREEN 20 DRAM 270CT	MWCRC06BL	3	EA	72.21	000.00587.2
470	MVET VIAL GREEN 20 DRAM 270CT	MWREV20GR	1	EA	69.42	000.00619.2
471	MVET WHITE POROUS TAPE 1"	6061.2	2	EA	12.3	000.06061.2
472	MVET WHITE POROUS TAPE 2"	6062.2	2	EA	12.22	000.06062.2
473	NAIL CLIPPER CAT CLAW 3"	J0084C	1	EA	5.29	350.03186.2
474	NDL AH 14GAX2" 100CT HARD PACK	9402AL	1	EA	20.23	335.90266.2
475	NDL HYPO 18GA X1.5" RW 100CT ENGAGE	EXE 26420	3	EA	6.58	001.12023.2
476	NDL HYPO 20GA X1" RW 100CT ENGAGE	EXE 26417	3	EA	6.58	001.12033.2
477	NDL HYPO 22GA X1" RW 100CT ENGAGE	EXE 26411	1	EA	6.58	001.12055.2

478	NDL HYPO 22GAX.1" RW 100CT *	EXE 26411	3	EA	6.58	001.12055.2
479	NDL HYPO 22GAX.1.5" RW 100CT *	NN2238R	1	EA	10.39	193.52870.2
480	NDL HYPO 22GAX.75" RW 100CT *	EXE 26410	3	EA	6.58	001.12052.2
481	NDL PH 18GAX1" 100CT PEEL	EXE 26419	3	EA	6.58	001.12020.2
482	NDL PH 20GAX3/4" 100CT PEEL	EXE 26430	7	EA	6.58	001.12032.2
483	NDL PH 21GAX1" 100CT PEEL	EXE 26414	2	EA	6.58	001.12040.2
484	NDL PH 22GA X3/4" RW 100CT SURVET	100215	47	EA	9.13	193.52880.2
485	NDL PH 22GAX1.5" TW 100CT	NN2238R	1	EA	10.39	193.52870.2
486	NDL PH 23GAX1" 100CT PEEL	EXE 26408	1	EA	6.58	001.12061.1
487	NDL PH 23GAX1" TW 100CT	NN2325R	2	EA	10.39	193.52890.2
488	NDL PH 25GAX1.5" 100CT	8881250545	1	EA	9.83	366.52510.4
489	NDL PH 25GAX5/8" TW 100CT	100280	6	EA	9.13	193.52902.2
490	NDL PH 25GAX5/8" RW 100CT	100220	172	EA	9.13	193.52900.2
491	NEEDLE 18X1 TW 100S NN 1825R	NN1825R	2	EA	10.39	193.52800.2
492	NEEDLE 18X1.5" TW 100S NN 1838R	NN1838R	5	EA	10.39	193.52810.2
493	NEEDLE 20X1" RW SUR-VET 100S 100204	100204	3	EA	9.13	193.52830.2
494	NEO POLY B BACIT ZN OPHTH OINT(RX) 3.5GM	191.64210.3	19	EA	5.18	191.64210.3
495	NEO POLY DEX OPHTH SUSP (RX) 5ML	191.54520.3	1	EA	4.4	191.54520.3
496	NEO PREDEF WITH TETRACAIN TOPICAL POWDER 15 GM 12 CT	10000815	1	EA	264.4	885.10410.3
497	NEO/POLY/DEX OPHTH OINT 1/8OZ	191.54500.3	6	EA	4.88	191.54500.3
498	NEW METHYLENE BLUE 2OZ	J0324A	1	EA	9.9	350.09627.2
499	NEXGARD CHEW TABS 10X3DS ORANGE SM		1	EA	No Bid	
500	NEXGARD CHEW TABS 10X6DS - BLUE MED 10		1	EA	No Bid	
501	NEXGARD CHEW TABS 10X6DS - ORANGE		1	EA	No Bid	
502	NEXGARD CHEW TABS 10X6DS PURPLE LG 24		1	EA	No Bid	
503	NEXGARD CHEW TABS DOGS 6'S - XL 60		1	EA	No Bid	
504	NEXGARD SOFT CHEWABLES CANINE 10.1 - 24 LBS BLUE 10 X 3 CT		1	EA	No Bid	
505	NEXGARD SOFT CHEWABLES CANINE 24.1 - 60 LBS PURPLE 10 X 3 CT		1	EA	No Bid	
506	NEXGARD SOFT CHEWABLES CANINE 4 - 10 LBS ORANGE 10 X 3 CT		1	EA	No Bid	
507	NEXGARD SOFT CHEWABLES CANINE 60.1 - 121 LBS RED 10 X 3 CT		1	EA	No Bid	
508	NOBIVAC 1-RABIES 5X10DS	065441	4	EA	77.08	349.56600.1
509	NOBIVAC 3-RABIES 5X10DS	065440	61	EA	83.03	349.56620.1
510	NOBIVAC CANINE 1-DAPPV 25X1DS	065288	107	EA	94.92	349.56030.1
511	NOBIVAC FELINE 1-HCP 25X1DS	065264	152	EA	79.28	349.56500.1
512	NOBIVAC INTRA-TRAC 3 25X1DS	065313	87	EA	96.91	349.56420.1
513	NON SPERMICIDAL STERILE LUBE JELLY 5OZ	HRP 201	6	EA	1.66	001.38697.2
514	NOROCILLIN SUSPENSION 250 ML PROCAINE PEN-G	603301067001	12	EA	20.85	562.57205.3
515	NUTRI-CAL 4.25 OZ	411557	42	EA	9.5	266.62000.3
516	OFLOXACIN OPHTHALMIC SOLUTION .3% 5ML BOTTLE	191.54700.3	3	EA	3.78	191.54700.3
517	OK STERI STRIPS 4" 250CT	26410100	8	EA	17.32	573.00211.4
518	OMNICOM F/AIR CANISTER 80120	80120	49	EA	5.75	080.00100.2
519	ONDANSETRON INJ.2MG/ML 20ML (ZOFTRAN)	191.55010.3	1	EA	2.83	191.55010.3
520	ONSIOR TABS 6MG 30CT (10X3)	CA4875030AM	1	EA	94	298.56000.3
521	OPHTHALMIC SOLUTION EYEWASH 98.3% PURIFIED WATER 4 OZ	78949275	1	EA	2.73	578.00001.2
522	OPHTHALMIC STERILE EYEWASH 8OZ		1	EA	No Bid	
523	OPTIMMUNE OINTMENT 6X3.5GM	058804	2	EA	226.02	349.60300.3
524	OPTIXCARE EYE LUBE PLUS 20GM EA.	OPX-4252	76	EA	8.78	052.50310.3
525	OPTIXCARE EYE LUBRICANT GEL 20 GM	OPX-4242	1	EA	8.78	052.50300.3
526	OPTIXCARE L-LYSINE PASTE 142ML	OPX-7210	2	EA	11.98	052.50105.3
527	OPTIXCARE L-LYSINE POWDER 100G	OPX-7220	2	EA	11.98	052.50107.3
528	OSTER BLADE WASH 18OZ 076300-103-000	76300103005	2	EA	5.44	525.00490.2
529	OXYTOCIN 100ML (BIMEDA LABEL)	10XY015	1	EA	8.88	193.59751.3

530	PANACUR PWD DISPENSING BAGS 100 CT FENBENDAZOLE	069942	1	EA	0	349.99990.3
531	PANACUR SUSPENSION 10% (RX) LITER	069267	5	EA	159.29	349.65600.3
532	PANACURE GRANULES CANINE 1 LB FENBENDAZOLE	069269	4	EA	423.52	349.65100.3
533	PANACURE SUSPENSION GAL FENBENDAZOLE	210981	2	EA	413.28	349.65630.3
534	PEN AQUEOUS (PEN G) 250ML	603301067001	1	EA	20.85	562.57205.3
535	PENROSE DRAIN 1"X12" 10CT	30414-100	1	EA	14.72	366.70165.4
536	PENROSE DRAIN 1/2"X12" 10CT	30414-050	1	EA	12.1	366.70085.4
537	PENROSE DRAIN 1/4"X12" 10CT	30414-025	1	EA	10.89	366.70015.4
538	PENROSE DRAIN 3/4"X12" 10CT	30414-075	1	EA	13.71	366.70145.4
539	PET-EMA 12ML SYRINGE	30022835	2	EA	4.37	193.61310.3
540	PET-TINIC 1OZ	10000497	2	EA	11.1	885.10590.3
541	PET-TINIC 4OZ	10000498	2	EA	13.9	885.10595.3
542	PILL SPLITTER	NON135000	1	EA	2.67	462.20200.2
543	PILL SPLITTER AND CRUSHER	J0698	1	EA	14.38	350.50020.2
544	PILL WRAP 56 SERV	429022	262	EA	10.84	733.67500.3
545	PLASTILITTER GAL (BLACK)	3310	1	EA	28.77	198.53310.2
546	PRAZIQUANTEL INJ 50ML (BIMEDA LABEL)	1PRA004	4	EA	397.31	193.62406.3
547	PRECISE AHP TEST STRIPS	AHP425	1	EA	25	193.00148.2
548	PREDNIS TAB 5MG 1000CT	2481	1	EA	48.14	730.00365.3
549	PREDNISOLONE SOD PHOSPHATE SOL	191.57230.3	1	EA	17.73	191.57230.3
550	PREDNISONE TABS 10MG 500CT	191.57340.3	1	EA	15.29	191.57340.3
551	PREDNISONE TABS 20MG 1000CT	191.57380.3	1	EA	48.1	191.57380.3
552	PREDNISONE TABS 20MG 100CT	191.57360.3	1	EA	4.53	191.57360.3
553	PREDNISONE TABS 5MG 100CT	191.57310.3	3	EA	2.13	191.57310.3
554	PREDNISONE TABS, 10MG 1000CT (ORASONE)	191.57350.3	3	EA	27.53	191.57350.3
555	PRO PLAN VETERINARY CANINEDIET EN 12 X 13.3 OZ	003810015934	12	EA	35.45	578.00044.5
556	PRO PLAN VETERINARY FELINEDIET EN 10 LBS	003810013837	3	EA	48.11	578.00213.5
557	PRO X DISC PILL SPLITTER	J1403	1	EA	10.93	350.71394.2
558	PROBIOWRAP 4.2OZ JAR	17033-020-20	19	EA	7.78	193.89600.2
559	PRODINE SOLUTION - IODINE 1% SOLUTION - 1 GALLON	PI050PH	1	EA	51.49	193.62604.3
560	PROMACE TABS 25MG 100CT	136062	1	EA	72.1	090.00530.3
561	PROPARACAINE HCL OPTH SOL .5% (RX) 15ML	191.58500.3	2	EA	28.94	191.58500.3
562	PRO-PECTALIN CHEWABLE TABLETS FOR DOGS & CATS 250 CT	410817	1	EA	58.65	733.68020.3
563	PRO-PECTALIN CHEWABLE TABLETS FOR DOGS & CATS 60 CT	1004548	1	EA	18.89	733.40090.3
564	PRO-PECTALIN GEL 15 ML SYRINGE	410815	1	EA	14.13	733.68000.3
565	PRO-PECTALIN GEL SYR 30ML	410816	7	EA	18.04	733.68010.3
566	PUPPY SM BREED 6LB	003810011368	1	EA	13.86	578.18003.5
567	PURALUBE VET OPHTHALMIC OINTMENT 3.5GM	211-38	1	EA	6.27	193.63200.3
568	PYRANTEL PAMOTE QT ORAL-PRO LABEL	21013	22	EA	27.62	053.59000.3
569	QUICK SPLINT REAR LG	J0119S	1	EA	20	350.04352.2
570	QUICK SPLINT REAR MED	J0119R	1	EA	16.8	350.04351.2
571	QUICK SPLINT REAR SM	J0119Q	2	EA	15	350.04350.2
572	REBOUND RECUPERATION CATS 5.1OZ	10851	5	EA	11.02	724.54005.3
573	REBOUND RECUPERATION FOR DOGS 5.1 OZ	10850	1	EA	11.02	724.54006.3
574	RECONCILE CHEWABLE TABLETS 16 MG 30 CT	10034157	1	EA	16.04	193.40004.2
575	RECONCILE CHEWABLE TABLETS 16 MG 90 CT	10036944	1	EA	46.58	193.40005.2
576	RECONCILE CHEWABLE TABLETS 32 MG 30 CT	10034257	1	EA	20.41	193.40006.2
577	RECONCILE CHEWABLE TABLETS 32 MG 90 CT	10037044	1	EA	59.34	193.40007.2
578	RECONCILE CHEWABLE TABLETS 64 MG 30 CT	10034357	1	EA	40.78	193.40008.2
579	RECONCILE CHEWABLE TABLETS 64 MG 90 CT	10037144	1	EA	118.62	193.40009.2
580	RECONCILE CHEWABLE TABLETS 8 MG 30 CT	10034057	1	EA	10.66	193.40002.2
581	RECONCILE CHEWABLE TABLETS 8 MG 90 CT	10036844	1	EA	31.01	193.40003.2
582	RESCUE BOTTLE ONLY WITH FOAMING TRIGGER SPRAYER 32 OZ	801753	1	EA	7.25	193.00114.2
583	RESCUE CONCENTRATE 5 GAL PAIL FORMERLY ACCEL	23309-005C	4	EA	180.94	193.69001.3

	RESCUE CONCENTRATE 55 GAL DRUM *additional shipping/delivery charge will be added and is based on qty and delivery location					
584		23311-055C	11	EA	1646	193.69011.3
585	RESCUE DELUXE HOSE END FOAMER 32OZ GUN	969930-B32	1	EA	242.17	193.00178.2
586	RESCUE DISINFECTANT CANISTER	23229-6X7W	2	EA	78.88	193.69030.3
587	RESCUE KENNEL FOAMER BLUE	VC-1000	1	EA	166.94	193.01192.2
588	RESCUE LID FOR FOAMER - BLUE		3	EA	No Bid	
589	RESCUE MIXING STATION INTAKE - PVC TUBE 1/2" X 4.5'	473404	1	EA	5.12	193.00232.2
590	RESCUE MIXING STATION INTAKE - PVC TUBE 1/4" X 6'	473006	1	EA	2.83	193.00230.2
591	RESCUE MIXING STATION STRAINER - SUCTION HASTELLOY 1/4"	150115	1	EA	7.55	193.00234.2
592	RESCUE MODEL 25 COMPACT BLUE	VC-1000	10	EA	166.94	193.01192.2
593	RESCUE PUMP 5 GA 1 OZ PER PUMP	160108	1	EA	7.51	193.00132.2
594	RESCUE QD SS SOCKET 1/4"	350423	1	EA	26.8	193.00204.2
595	RESCUE SPRAY BOTTLES LABELS		1	EA	No Bid	
596	RESCUE TB WIPES 6"X7" 160CT DISINFECTANT	23221-6X7W	13	EA	14.61	193.69008.3
597	RESCUE WIPES 11" X 12" 160CT BUCKET DISINFECTANT	23226	5	EA	42.06	193.69020.3
598	REVERTIDINE 5MG/ML 10ML (ATIPAMEZOLE HYDROCHLORIDE)	69043-039-10	12	EA	95.68	666.00074.3
599	RILEXINE CHEW TABS 150MG 100CT CEPHALEXIN	07620	2	EA	31.37	724.57700.3
600	RILEXINE CHEW TABS 300MG 100CT	07630	1	EA	49.31	724.57705.3
601	RILEXINE CHEW TABS 600MG 100CT	07640	1	EA	88.11	724.57710.3
602	ROCHESTER CARMALT FORCEPS 6.25	7-170	6	EA	88.06	475.00410.2
603	ROLL ON GREEN TATTOO INK	10-142	1	EA	5.18	259.72111.4
604	ROMPUN INJ 100MG 50ML	ROMP100-50	5	EA	28.9	193.70500.3
605	SAFESEAL 20MM CAPS EA	760020	11	EA	0.21	035.60000.2
606	SAFESEAL 24MM CAPS EA	760024	21	EA	0.23	035.60005.2
607	SAFESEAL 28MM CAPS EA	760028	58	EA	0.25	035.60010.2
608	SALIX INJECTION 50 MG/ML 50 ML	710461	1	EA	20.12	349.79000.3
609	SALIX TABLETS 12.5 MG 500 CT	066999	1	EA	70.66	349.79020.3
610	SANITARY SHEATH ROLL 80CT	005563	1	EA	12.87	348.20100.2
611	SCALER DE 12/12	70-110	1	EA	35.4	475.00525.2
612	SCALPEL BLADE 11 CS 100CT 4-111 STERILE MILTEX	4-111	7	EA	38.39	475.22010.2
613	SCALPEL BLADE SS 10 STERILE	4-310	6	EA	38.39	475.00040.2
614	SCALPEL BLADE SS 11 STERILE	4-311	1	EA	38.39	475.00213.2
615	SCALPEL BLADE SS 15 STERILE	J0583S	2	EA	18.3	350.11237.2
616	SCALPEL BLADE SS 15 STERILE 100 CT MILTEX	4-315	24	EA	38.39	475.00214.2
617	SCANFINDER COMPACT MAX SCANNER	VINV-DATA-SCN5	7	EA	249	237.80205.2
618	SCHIRMER TEAR TEST STRIPS	063059	2	EA	78.4	349.80000.3
619	SENERGY KITTEN & PUPPY 10X3DS UP TO 51B	50090	2	EA	242.7	724.95900.3
620	SENERGY TOPICAL FOR CATS 15 - 22 LBS 10 X 3 DOSE	50097	1	EA	286.67	724.95904.3
621	SENERGY TOPICAL FOR CATS 5.1 - 15 LBS 10 X 3 DOSE	50095	1	EA	279.59	724.95902.3
622	SHARPS CONTAINER .5 LITER	J0886A	7	EA	3.45	350.60901.2
623	SHARPS CONTAINER DEVON RED 4QT	31143699	5	EA	3.18	366.71000.4
624	SHARPS CONTAINER MEDIUM 8 QT 676285	8881676285	4	EA	4.57	366.71150.4
625	SHARPS CONTAINER RED 14QT	8881676434	3	EA	8.26	366.71250.4
626	SHARPS CONTAINER+HINGED LID 8 GAL 8980	8980-	5	EA	12.6	366.71320.4
627	SHOE COVER NON CONDUCTIVE 150 PAIR 2131	000.02023.2	1	EA	9.17	000.02023.2
628	SHOE COVER NON SKID BLUE XL 100S	000.02034.3	1	EA	9.89	000.02034.3
629	SILVER NITRATE STICKS 100CT DUKAL	TEC 7482	2	EA	18.95	001.14168.2
630	SILVER SULFADIAZINE CREAM 1%400 GM	191.59920.3	4	EA	17.12	191.59920.3
631	SIMBADOL INJ 1/8MG/ML CIII 10ML (BUPREMPHINE)	10014402	2	EA	317.45	004.75900.3
632	SIMPLERA OTIC SOLUTION 10X1ML	457394	3	EA	150.84	733.88103.2
633	SKIN STAPLE REMOVER PREMIUM EA	150462	2	EA	2.82	366.71445.4
634	SODA LIME BAG 3 LB	J0553	19	EA	7.13	350.11151.2
635	SODA LIME BUCKET 5GAL J0553B	J0553B	1	EA	102	350.11152.2
636	SODIUM CHLORIDE IN .9% AAH (RX) 250ML	07983-02	1	EA	5.69	004.78000.3
637	SOLUTIONKITS - DOXYCYCLINE	46144-604-1	3	EA	85	302.00005.3

638	SOLUTIONKITS - ENROFLOXACIN	46144-605-1	1	EA	119	302.00014.3
639	SOLUTIONKITS - GABAPENTIN	46144-600-1	3	EA	82	302.00002.3
640	SOLUTIONKITS - METRONIDAZOLE	46144-602-1	2	EA	71	302.00001.3
641	SOLUTIONKITS - PIMOBENDAN 2.5 MG W/SUSPENSION	46144-606-1	1	EA	133	302.00013.3
642	SOVEREIGN FEEDING TUBE 10 FR X 16"	8890701017	1	EA	1.5	366.72400.4
643	SOVEREIGN FEEDING TUBE 12 FR X 16"	8890701215	1	EA	1.4	366.72500.4
644	SOVEREIGN FEEDING TUBE 14 FR X 16"	8890701413	1	EA	1.4	366.72600.4
645	SOVEREIGN FEEDING TUBE 18 FR X 16"	8890701819	1	EA	1.5	366.72700.4
646	SOVEREIGN FEEDING TUBE 3.5 FR X 16"	8890700316	1	EA	1.5	366.72000.4
647	SOVEREIGN FEEDING TUBE 5 FR X 16"	8890700514	1	EA	1.5	366.72100.4
648	SOVEREIGN FEEDING TUBE 8 FR X 22"	8890710810	1	EA	1.5	366.72300.4
649	SPAY HOOK 8" (2-28131 *DS*)	2-28131	6	EA	13.05	552.50000.4
650	SPECIALIST 2"X4YD COTTON	9062	1	EA	15.05	125.62000.2
651	SPECIALIST 3"X4YD COTTON	9043	1	EA	10.9	125.62020.2
652	SPECIALIST 4"X4YD COTTON	9044	1	EA	15.48	125.62040.2
653	SPECIALIST 6"X4YD COTTON	9046	1	EA	12.26	125.62060.2
654	SPLINT LARGE	5172	2	EA	2.12	198.60202.2
655	SPLINT MEDIUM	5171	2	EA	1.53	198.60201.2
656	SPLINT SMALL	5170	2	EA	1.31	198.60200.2
657	STERILE POWDER FREE SURGICAL GLOVES SIZE 6-8	IHC 133650	1	EA	26.71	001.09022.3
658	STERILE SALINE SOLUTION .9%(RX) 250ML	57319-555-06	1	EA	3.78	193.74500.3
659	STERILE WATER FOR INJECTION (RX) 250ML	57319-546-06	1	EA	3.79	193.74601.3
660	STERILIZATION POUCH 3 5"X9" 200 CT	CRO P013590	4	EA	8.68	001.38721.2
661	STOCKINETTE COTTON NS 6"X25YD	3696	1	EA	16.97	001.06035.2
662	STOCKINETTE SYNTHETIC 3"X25YD	MS03	1	EA	22.61	470.00361.4
663	SUCRALFATE TABS 1GM 100CT	191.61000.3	1	EA	19.94	191.61000.3
664	SULFAMETHOXAZOLE/TRIMETHOPRIM	191.61300.3	1	EA	3.05	191.61300.3
665	SURFLO WINGED INFUSION SET 18 GA X 0.75" 12" TUBING	SV-18BLK	1	EA	0.8	193.89499.2
666	SURFLO WINGED INFUSION SET 21 GA X 0.75" 12" TUBING	SV-21BLK	1	EA	0.8	193.89505.2
667	SURFLO WINGED INFUSION SET 22 GA X 0.75" 12" TUBING	SV22BLK	1	EA	0.8	193.89507.2
668	SURGERY SHOE COVERS NON-SKID NON-CONDUCTIVE 100 CT.	J0730	1	EA	19.33	350.50119.2
669	SURGERY TIE DOWNS 46" 8CT	ST-8	1	EA	7.65	272.18030.2
670	SURGICAL BLADE CARBON STRL #10 50S 37110	BEC 371110	4	EA	34.29	049.25005.2
671	SURGICAL BLADE CARBON STRL #15 50S 37115	BEC 371115	1	EA	34.29	049.25035.2
672	SURGI-LUBE FOIL PKT 3GM 144CT	FOU 0281-0205-43	1	EA	21.45	001.38690.2
673	SURGI-LUBE TUBE 4.25OZ	FOU 0281-0205-37	3	EA	3.52	001.38694.2
674	SUR-VET NEEDLES REGULAR WALL 22 GA X 1" - 100 CT	100211	1	EA	9.13	193.52860.2
675	SYNTHETIC CAST PADDING 4"X4YD	CMW04	1	EA	36.54	470.00353.4
676	SYR 10CC ELS 100CT	SS-10ES	5	EA	29.99	193.75823.2
677	SYR 10CC LL 100 CT	SS-10S	16	EA	29.99	193.75805.2
678	SYR 10CC LL 100CT	6990	5	EA	15.82	001.12613.2
679	SYR 20CC LL NO NDL 50CT	SS-20L2	3	EA	41.23	193.75815.2
680	SYR 3CC LL 22GALX1" 100CT	EXE 26102	21	EA	11.44	001.12141.2
681	SYR 3CC LL 22GAX3/4" 100 CT SURVET	100276	126	EA	17.46	193.75940.2
682	SYR 3CC LL 25GAX5/8" 100CT	100278	2	EA	17.46	193.75950.2
683	SYR 3CC LL NO NDL 100CT	SS-03L	4	EA	15.13	193.75850.2
684	SYR 3CC LS 100 CT	SS-03S	29	EA	15.13	193.75855.2
685	SYR 50-60CC ELS W/CAP 25 CT	EXE 26301	5	EA	22.35	001.12214.2
686	SYR 50-60CC LL 25CT	EXE 26300	1	EA	22.35	001.12250.2
687	SYR 5CC LL 100CT	6989	2	EA	8.98	001.12612.2
688	SYR 5CC LL 100CT SURVET	SS-05L	6	EA	26.78	193.75860.2
689	SYR 60CC LL 25 CT	SS-60L	5	EA	28.33	193.75880.2
690	SYR ALLISON 12ML 100CT LS NO NDL	551201	5	EA	16.86	015.36100.2
691	SYR ALLISSON 35ML 50 CT	553501	9	EA	17.32	015.36102.2
692	SYR COMAR ORAL 10ML CLEAR/BLUE	16039B	3	EA	22.26	321.55012.2
693	SYR COMAR ORAL 5ML CLEAR/BLUE	16035B	9	EA	21.13	321.55010.2
694	SYR ORAL 1CC 100CT	8881901014	18	EA	17.11	366.60900.4

695	SYR ORAL 1CC AMBER W/CAP 100CT	VINV-BD30-5207	11	EA	17.79	751.79985.2
696	SYR ORAL 1CC W/CAP CLEAR W/BLUE PLUNGER 50CT	17234B	154	EA	17.61	321.55000.2
697	SYR ORAL 5CC AMBER W/CAP 100CT	VINV-BD30-5208	2	EA	18.13	751.80195.2
698	SYR ORAL W/CAP 3CC CLEAR W/BLUE PLUNGER 50CT	16031B	87	EA	18.34	321.55004.2
699	SYR TB 1CC LL 1000CT	EXE 26049	4	EA	280.14	001.12103.2
700	SYR TB 1CC LS NO ND1 100 CT	SS-01T	35	EA	20.23	193.75960.2
701	SYR TB 1CC W/O NEEDLE LS 100S SS-0IT	EXE 26048	1	EA	13.94	001.12102.2
702	SYRINGE 10CC LL 100 SS-10L	SS-10L	5	EA	29.99	193.75800.2
703	SYRINGE 3CC+22X1 LS 100S JD+03S2225	EXE 26605	1	EA	11.44	001.12146.2
704	SYRINGE 3ML WITH 22 X 3/4 INCH NEEDLE	EXE 26115	16	EA	11.44	001.12140.2
705	SYRINGE 5CC LS LF 100S JD+05S	SS-05S	12	EA	26.78	193.75865.2
706	SYRINGE DISP 12CC LL 80S 8881512878	8885	1	EA	36.99	335.90027.2
707	SYRINGE DISP 20CC LL 50S 8881520657	8881520657	2	EA	30.79	366.66100.4
708	SYRINGE ORAL MED 3CC 100S 8881903002	8881903002	6	EA	18.26	366.61200.4
709	SYRINGE TB 1CC+25X5/8 100S JD+01T2516	100281	1	EA	28.39	193.75970.2
710	TATTOO PASTE 5 OZ GREEN	J0276PG	1	EA	20.71	350.05767.2
711	TEAT CANNULA 100CT DISPOSABLE	J0012	1	EA	6	350.00150.2
712	TELFAPADS	2132-	1	EA	20.76	366.22100.4
713	TELFAPADS STERILE 3"X8" 50CT	1238-	1	EA	11.62	366.22105.4
714	TERRAMYCIN OPH OINT 1/8OZ 10CT	10000474	2	EA	197	555.00255.3
715	TERRAMYCIN OPH OINT 1/8OZ EA**		142	EA	No Bid	
716	THERMOMETER DIGITAL F EA	32-681W	3	EA	2.42	259.70030.4
717	THUNDEREASE PHEROMONE SPRAY 60ML	C95631J	12	EA	22.94	153.90040.3
718	TOBRADEX OPHTHALMIC SOL 3MG/ML	191.63000.3	7	EA	10.31	191.63000.3
719	TOBRAMYCIN OPHTH SOL .3% 5ML	191.05040.3	11	EA	2.34	191.05040.3
720	TONGUE DEPRESSORS, NON STERILE	DUK 9002	2	EA	8.04	001.41000.2
721	TOXIBAN GRANULES 1LB	0423	1	EA	33.19	730.00435.3
722	TRAZODONE 100MG	191.63730.3	11	EA	28.52	191.63730.3
723	TRAZODONE TABS 100MG 500CT	191.63725.3	13	EA	15.25	191.63725.3
724	TRIAMCINOLONE INJ 40MG/ML 10ML	191.48605.3	1	EA	33.37	191.48605.3
725	TRIAMCINOLONE INJECTION 10 MG/ML 5 ML	191.48600.3	1	EA	14.96	191.48600.3
726	TRI-HEART PLUS 136MCG 10X6 GREEN 26-50 LBS	049636	10	EA	196.7	349.87020.3
727	TRI-HEART PLUS 272MCG 10X6 BROWN 51-100 LBS	073919	10	EA	256.47	349.87040.3
728	TRI-HEART PLUS 68MCG10X6 BLUE UP TO 25LBS	052716	9	EA	146.4	349.87000.3
729	TRIZCHLOR FLUSH 4 OZ	TPW	1	EA	11.68	247.70040.3
730	TRIZEDTA AQUEOUS FLUSH 16 OZ	16TZAQW	1	EA	22.41	247.70030.3
731	TRIZEDTA AQUEOUS FLUSH 4 OZ	TZAQW	1	EA	11.6	247.70020.3
732	TRIZULTRA + KETO FLUSH 4 OZ	TUW	1	EA	10.71	247.80000.3
733	TRIZULTRA+KETO FLUSH 12 OZ	12TUW	4	EA	19.71	247.80005.3
734	TRUCAN BAPI (IN) 25X1DS	AV716281AAM	1	EA	213.75	090.14000.1
735	TRUCAN DAPPI 25X1DS	AV705581AAM	1	EA	216.5	090.29020.1
736	TRUFEL HC2P 25X1DS	AV7124025AM	1	EA	198.75	090.39099.1
737	TUBERCULIN SYRINGES 1 CC LUERLOCK 100 CT	VINV-BD30-9628	99	EA	41.5	751.79995.2
738	U 40 INSULIN SYRINGES	164948	1	EA	36	349.91100.2
739	ULTRNASAL FVRC FELINE 20DS	AV428580TAM	29	EA	114	326.70201.1
740	UNIVERSAL F CIRCUIT ADULT 60"	J0248FLA	2	EA	24	350.05651.2
741	URINE SEDIMENT STAIN 15 ML J0326U	J0326U	1	EA	16.2	350.10110.2
742	VECTRA <95LBS 36 COUNT	D73840D	1	EA	511.8	681.72300.3
743	VET-10 URINE REAGENT STRIP 100S J0630X	J0630X	2	EA	43.73	350.11572.2
744	VETBOND 3ML APPLICATOR BOTTLE	1469SB	57	EA	17.89	470.00369.4
745	VETERICYN VF ALL ANIMAL WOUND	2000	2	EA	20.05	352.88000.2
746	VETIGEL HEMO GEL ACCESSORIES 2 CT (2) DENTAL TIP) (1) SYR ADAPTER	ACC-01	1	EA	20	900.00009.3
747	VETIGEL X COVETRUS HEMOSTATIC GEL 5ML SYR 2CT	VET-02	1	EA	84.71	900.00005.3
748	VETIGEL X COVETRUS HEMOSTATIC GEL 5ML SYR 5CT	VET-05	1	EA	200	900.00007.3
749	VETIVEX LACTATED RINGERS INJECTION 1000 ML 14 CT	VINV-VET4-9101	7	EA	85.13	562.85518.3
750	VET-KEM FLEA TICK BOT SPRAY	100527067	6	EA	12.82	193.59554.3
751	VETPROFEN FLAVORED TABS 25MG	441145	2	EA	41.8	733.97026.3

752	VETSPON DENTAL ABSORBABLE HEMOSTATIC GELATIN SPONGE 1CM X 1CM X 1CM 16 CT	CA5520016AM	1	EA	98.52	295.86000.2
753	VETSPON FLEX ABSORBABLE HEMOSTATIC GELATIN SPONGE 2CM X 6CM X 0.7CM 6 CT	CA5525006AM	1	EA	98.52	295.86001.2
754	VETSULIN (U-40 INSULIN)	127260	1	EA	41.29	349.91000.3
755	VETSULIN INSULIN U40 10 ML	127260	1	EA	41.29	349.91000.3
756	VICRYL 4/0 SHI 27" VIOLET 36 CT	J310H	1	EA	231.82	295.92200.2
757	VICRYL 6/0 P1 18" UNDYED 12CT	J489G	1	EA	220.27	295.90000.2
758	VIRALYS GEL 5OZ	410632	3	EA	18.89	733.90000.3
759	VIRALYS POWDER FOR CATS 100 GM	410633	1	EA	23.65	733.91000.3
760	VIRALYS PWD 600GM	410634	8	EA	98.65	733.91100.3
761	VIRBANTEL TABS M/L 114MG 50CT	51114	2	EA	432.98	724.81150.3
762	VIRBANTEL TABS SM 30MG 50CT 6-25LBS	54030	2	EA	182.23	724.81050.3
763	VITA JEC B COMPLEX FORTIFIED 250ML	V-0606-05	1	EA	14.91	193.86221.3
764	VITA JEC K1 INIJ 10MG/ML (RX) 100ML	09089	1	EA	21.63	193.86267.3
765	VITAMIN B12 3000MCG 100ML	002-DME2262	2	EA	15.3	258.00072.3
766	VITAMIN K1 INJECTION 100ML	09089	1	EA	21.63	193.86267.3
767	WINGED INFUSION SET 23GAX3/4"	SV-23BLK	6	EA	0.8	193.89515.2
768	WINGED INFUSION SET 25GAX3/4"	SV-25BLK	6	EA	0.8	193.89520.2
769	WOODS LIGHT	AAR UV59	1	EA	42.45	001.46025.2
770	XYLAMED INJ 100MG 50ML	ROMP100-50	1	EA	28.9	310.01150.3
771	ZENALPHA INJ 10ML	ZEN-10	4	EA	120.02	193.13391.3
772	ZIPPIT BAGS AMBER 6"X8" 100CT	7575	1	EA	24.3	321.01010.2
773	ZOLETIL 100MG/ML 5ML C-III(N)	71805	1	EA	54.7	344.90000.3
774	ZONAS POROUS TAPE 1"X10YD 12S 005104	VINV-ZP00-5104	1	EA	28.71	001.85010.2
775	ACAREXX .01% INVERMECTION OTIC SUSPENSION		1	EA	No Bid	

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

Midwest Veterinary Supply, Inc.

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

Lauren Freak

7/30/2025

871F2B317C67430
Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: DC7B7176-73CF-42A1-9A38-7EC0202AD482

Status: Sent

Subject: Please DocuSign: City Council Contract 8862 - Kennel and Veterinary Supplies

Source Envelope:

Document Pages: 45

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Kayla Clark

Location: DocuSign

7/29/2025 11:19:04 AM

kayla.clark@cityofdenton.com

Signer Events

Signature

Timestamp

Kayla Clark

Completed

Sent: 7/30/2025 7:31:25 AM

kayla.clark@cityofdenton.com

Viewed: 7/30/2025 7:33:01 AM

Buyer

Signed: 7/30/2025 7:33:14 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 7/30/2025 7:33:18 AM

lori.hewell@cityofdenton.com

Viewed: 7/30/2025 9:17:17 AM

Purchasing Manager

Signed: 7/30/2025 9:20:06 AM

City of Denton

Security Level: Email, Account Authentication
(None)

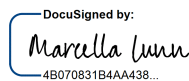
Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 7/30/2025 9:20:09 AM

marcella.lunn@cityofdenton.com

Viewed: 7/30/2025 11:21:40 AM

Senior Deputy City Attorney

Signed: 7/30/2025 11:31:05 AM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lauren Freak



Sent: 7/30/2025 11:31:09 AM

lauren.freak@midwestvet.net

Viewed: 7/30/2025 12:18:05 PM

Strategic Accounts Manager

Signed: 7/30/2025 12:20:41 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 70.97.201.154

Electronic Record and Signature Disclosure:

Accepted: 7/30/2025 12:18:05 PM

ID: a7c5d8ae-cee4-49fa-b799-9ebc139f45cc

Signer Events	Signature	Timestamp
Nikki Sassenus Nikki.Sassenus@cityofdenton.com Director of Animal Services Security Level: Email, Account Authentication (None)	<div>DocuSigned by: <i>Nikki Sassenus</i> C2ECF78F2F5A400...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/30/2025 12:20:46 PM Viewed: 7/30/2025 12:23:48 PM Signed: 7/30/2025 12:24:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 7/30/2025 12:24:17 PM

Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/30/2025 7:33:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/30/2025 12:24:17 PM Viewed: 7/31/2025 11:46:01 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark jackson Mark.Jackson@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2025 7:31:25 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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