



Bound Tree

SEMINOLE COUNTY

EMS SUPPLIES
& RELATED COMPONENTS

IFB. NO 604500-23/GCM

DUE – MARCH 15, 2023 2:00PM EST

March 14, 2023

Seminole County
1301 East Second St.
Sanford, Florida 32771

Dear Gladys Marrozos:

Bound Tree Medical is pleased to offer the attached proposal for the Seminole County RFB-604500-23/GCM EMS Supplies and Related Components Bid. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

Bid Proposal

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Discount Explanation Letter
- Inventory Management Offering
- Dedicated Team Information

About Bound Tree Medical

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- BTM Price Increase Information
- Bound Tree Certificates of Insurance
- Bound Tree W-9

Solutions and Services

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Charlie Phipps -Paramedic/FF
Account Manager
904.640.1752
Charlie.Phipps@boundtree.com

Jeanelle Mendenhall
Pricing Analyst, Bids & Contracts
614.760.5360
Jeanelle.Mendenhall@boundtree.com

ABOUT BOUND TREE MEDICAL

Bound Tree recognizes and understands the challenges that Seminole County is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 45 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

THE RIGHT PRODUCTS

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products offers significant savings over name brand products and enables providers to deliver quality treatment at a better overall value. We stock over 2,300 Curaplex items in 13 categories to maximize savings on products you use the most.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

THE RIGHT SERVICES

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

THE RIGHT SUPPORT

Sales Support Team – Seminole County has a dedicated local Account Manager, Charlie Phipps, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements Seminole may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

Bound Tree University – Our Bound Tree University website provides over 15 hours of FREE, accredited CEUs to help drive employee retention and on-going training.

THE RIGHT INFRASTRUCTURE

BoundTree.com – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

Nationwide Distribution – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

Medical Device Kitting – Aside from having 5 distribution centers nationwide, Bound Tree also operates an FDA approved medical device kitting facility in Flower Mound, TX. This facility has ISO accreditation. There is an extremely wide variety of standard kits available, as well as the ability to produce custom kits.

Disaster Support – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

SUMMARY OF OUR PROPOSED SOLUTION

- Provide high quality Products, at highly competitive prices, in a timely manner to meet the requirements laid out by Seminole County.
- Provide best-in-class service in all aspects of Seminole County – customer experience, and at all levels beginning with your Account Manager Charlie Phipps.
- The ability to support the requested annual volumes, along with a program to receive demo products as needed.
- Ease the burden of doing business from Seminole County's perspective. In Bound Tree Medical, you will have access to our comprehensive product offerings and our national logistics network.

Bound Tree Medical, LLC – A Limited Liability Corporation

Fed ID # 31-1739487
Dubs and Bradstreet # 070556204

Mailing & Physical Address:

5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016

Payment Address:

23537 Network Place
Chicago, Illinois 60673-1235

Primary Point of Contact:

Charlie Phipps Paramedic/FF – Account Manager
Phone. 904.640.1752
Email: Charlie.Phipps@boundtree.com

Contract Clarification Requests:

Jeanelle Mendenhall – Pricing Analyst, Bids & Contracts
Phone. 614-760-5360
Email: Jeanelle.Mendenhall@Boundtree.com

Bound Tree Medical Principals:

Brian LaDuke – CEO
Rob Meriweather – President
Shawn Saylor – Treasurer
Darrell Hughes –Secretary

Additional Contact Information:

Main Phone: 800.533.0523
Main Fax: 877.311.2437
Customer Service – CustomerService@Boundtree.com
Bids & Contracts – SubmitBids@Boundtree.com

INVITATION FOR BID
IFB-604500-23/GCM
PURCHASE OF EMS SUPPLIES AND RELATED
COMPONENTS



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: February 7, 2023

DEADLINE FOR QUESTIONS: undefined

RESPONSE DEADLINE: March 8, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/seminolefl>

Seminole County
IFB #IFB-604500-23/GCM
Purchase of EMS Supplies and Related Components

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B - Draft Agreement

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1. INTRODUCTION

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete to demonstrate the Bidder's understanding of the requested work clearly and fully and/or delivery requirements.

1.1. Summary

Vendor to provide EMS Medical Supplies and Equipment at a percentage off catalog/list pricing.

The County's EMS Supplies Vendor must have the capability to complete orders, receive supplies and inventory, via UCAP devices integrated thru Operative IQ and IQ Tech.

1.2. Contact Information

Gladys Marrozos

Lead Sr. Procurement Analyst

1301 East 1st Street

Sanford, FL 32771

Email: gmarrozos@seminolecountyfl.gov

Phone: [\(407\) 665-7110](tel:(407)665-7110)

Department:

Resource Management - Purchasing & Contracts

1.3. Timeline

Release Project Date	February 7, 2023
Proposal Submission Deadline	March 8, 2023, 2:00pm

2. SCOPE OF SERVICES

2.1. PROJECT SCOPE

Vendor to provide EMS Medical Supplies and Equipment at a percentage off catalog/list pricing.

The County's EMS Supplies Vendor must have the capability to complete orders, receive supplies and inventory, via UCAP devices integrated thru Operative IQ and IQ Tech.

The qualified respondent shall be licensed to supply medications in the state of Florida, in accordance with Florida Statute 499.01 which states, "Any such person must comply with the licensing or permitting requirements of the jurisdiction in which the establishment is located and the federal act, and any product wholesaled into this state must comply with this part. If a person intends to import prescription drugs from a foreign country into this state, the nonresident prescription drug manufacturer must provide to the department a list identifying each prescription drug it intends to import and document approval by the United States Food and Drug Administration for such importation".

The Vendor must notify the EMS Fire Office of any published cost price changes prior to the order being placed. Including a copy of the updated published cost price list.

Include any categories and or manufactures excluded from this discount.

Provide any other additional discounts or offers provided.

Prices shall include all costs, including but not limited to General Administrative, overhead, fringe and benefits, transportation, and profit.

All merchandise shall have a minimum expiration date of twelve (12) months from the date of shipment and the date must be displayed on the packages.

Shipping labels shall be attached to each carton and shall contain the following information: delivery order number, quantity contained in each package and the total number of items being delivered.

The County does not guarantee a minimum total purchase.

The inventory system must include licenses to track inventory and assets at all Seminole County fire stations. The web-based inventory management system will also track preventative maintenance data for all assets. The inventory solution shall be included at no additional cost to the County and should be hosted by the vendor and accessible by the County through the internet. The system should be web based, manage inventory and assets, manage preventative maintenance data, manage multiple facility locations for ordering, manage inventory at the truck level as well as the supply room level, provide multi-level reporting, password protected, barcode process enabled, provide multi-level authorization of orders, and have an auto-replenishment feature that can be turned on or off. The system must be in a hosted environment by the vendor. No onsite computer servers or IT support will be provided. Data Back-Ups shall be provided by the vendor however, in the event that the awarded respondent should lose the contract in the future, the County reserves the right to retain any and all data placed into the system prior to and up to contract termination.

The UCAP devices shall check multiple forms of ID and will prompt for station or dispatch specific data. All withdrawals are cataloged, time stamped and regulated by tech clearance/training level. The UCAP aggregates all dispensing history and alerts for low stock position, expiring product and creates a pick list for restocking. It will generate individual call reports based on products restocked. This information can be printed or exported to the County Accounts Payable/Receivable Software.

2.2. TECHNICAL SPECIFICATIONS

1) Web enabled ordering from any PC, Laptop, iPad or PDA using wireless or cabled internet access. Ordering from any vendor to replenish a supply room is available on any computer or device with internet connectivity. An electronic “check sheet” may also be used to allow a “Unit” or internal point of usage to request items for restock from a supply room. The Check Sheet Application can be run on any device (Windows, Android, or IOS operating Systems). It is recommended that the device screen size is no smaller than a tablet for best performance.

2) Ability to load multiple facility locations for ordering and reporting. System allows for unlimited supply rooms or physical locations that are replenished by receiving an order or from receiving inventory transferred from another supply room. Supplies are managed through the supply rooms and out to the points of usage (“Units”). Another Option to easily manage inventory in outlying facilities is to create an electronic check sheet where a facility (known as a “Unit”) can periodically inventory what is on-hand and request replenishment for items that are below Par Level from the warehouse. Reporting is available on all transactions.

3) Password protection for multiple users for different locations. System is secure with customizable roles and access that can be dynamically assigned to unlimited employees. The agency can define and assign security roles to permit or restrict access to components of the system and Supply Rooms. Each crew member will have unique log in credentials to gain access to the allowed components using their logon ID and password. System does not display passwords when being entered for security purposes; Agency administration can reset a password or Forgotten Password emails may be sent from the system If crew emails are available. Active Directory is also available, and the same login and password can be used to access Operative IQ as done to login to Windows.

4) Ability to manage inventory levels at multiple locations. An Agency may set up unlimited Supply Rooms for the account regardless of how many Unit licenses are enabled. Each Supply Room allows for each product to have its own Re-Order and Par Level. Each Supply Room profile has a section for name, address, contact/manager, and whether supply requests send to the room should be to be managed by a supervisor in the Back Office or set to Auto Accept to track requested inventory leaving a supply room if crew members restock Unit themselves. Additional Units can be added as needed as well.

5) Ability to add more locations as needed. An Agency may set up unlimited Supply Rooms for the account. Import, Export and Cloning available to help with mass amounts of data. In addition, a specific location in a Supply Room is available to assign to items for exact location within a location. Additional Units may be added as well (License fees are based on the number of Units)

6) Ability to generate orders for all locations. Any Supply Room may generate an order (requisition or PO) to any vendor via PDF (that may be printed and faxed) or via email. Because the system is tracking live inventory, the system can also recommend the items that should be ordered to bring each supply room up to its fully restocked Par Levels. Orders can then be received against the PO in the system and the ability to then receive the orders electronically into each supply room closes the PO and updates live inventory counts in the room. A “Unit” or point of supply usage may also generate an “order” or request for restock from a supply room using an electronic check sheet.

7) Barcode process enabled (in relation to inventory receiving, shipping and usage). Products can be identified in solution in many ways, including by barcode. Existing Barcodes can be loaded into an agency’s site or barcodes for specific items can be generated in and printed easily from the system. Although inventory management transactions (such as receiving into a supply room, cycle counting to update batches or quantity on hand, and issuing inventory to capture usage) can be performed by clicking on items or searching items by keyword, barcode scanning can increase efficiency and minimize errors in some cases. Barcodes allow Agency to quickly receive inventory, count inventory, issue inventory, transfer inventory and check in and out assets. Scanning item barcodes reduce the opportunity for error over keying in codes.

8) Barcode to provide inventory trail and ability to track items purchased, received and used to ensure accuracy. In inventory solution, a barcode is simply a unique identifier for an item/asset, or a group of disposable items being managed. Although the barcode itself does not provide an inventory trail, using barcodes to performing inventory transactions can accuracy and efficiency and a complete transaction history of any and all items in the system is available in reports. Print Barcode Labels for any item from parts list. System has the capability to assign and print off barcode labels and barcode scanning greatly enhances efficiency when managing inventory and assets.

9) E-mail alert notifications to vendors and the System Manager. Email Purchase Orders directly to suppliers from inventory solution and receive order confirmation from vendor. There is an option to add Approvers based off monetary levels where they would receive an email to approve a purchase order after the Save Draft button has been selected. When a Purchase Order is created and ready for Approval, a notification will be sent via e-mail to the appropriate Approver at Agency. Manage recipients for notifications based on Supply Room/Location.

Notifications are sent for Supply Requests and when a response to a question on the questionnaire is flagged to notify a supervisor. When a Supply Request is submitted from the electronic Check Sheet after a User performs an inspection or checks all inventory, a notification will be sent to appropriate Administrators. When a Supply Request is fulfilled the Check Sheet will notify the approval. Configurable questionnaires allow Users to perform Unit and Station Inspections. Notifications can be routed via email to anyone in Organization.

A report can be configured to generate and send e-mails to anyone in Organization at a preferred frequency to include items that are not available through other notification methods and sent via e-mail notification on a regular basis.

10) Multi-level authorization of orders (draft, pending, and authorized). All purchase orders are given a Status depending on each one’s stage: in a Draft or Open status, known as In

Process. Purchase Order summary list can be filtered by Supply Room, Supplier and Status. As new statuses occur to orders, they will be displayed in the Status drop down filter. There is an option to add Approvers based off monetary levels where they would receive an email to approve a purchase order after the Save Draft button has been selected.

11) Multi-level online reporting to include daily, monthly, quarterly, and yearly usage for all locations. The first-class reporting system provides both canned and custom reports. These reports can be run on a schedule and emailed directly to anyone in the organization. This great feature can also provide non system Users with timely management reports without having to login to the software.

A library of Standard Reports are provided with the software to assist in getting to know and understand the supply inventory and fixed assets. Each of these reports can be further customized to meet the needs of the operation. Additional reports are easily created in the report manager. Key features of the custom reporting include usage over a period of time for each location, cost histories of each location and inventory histories for each location.

Example Reports Available: tCodes, Purchase Order Details, Supply Room Usage Details, Supply Room Analysis, Supply Room Historical Inventory, Inspection Details, and Unit Supply Usage Details.

12) Auto-replenishment feature utilized by all locations and automatically sent to the System Manager. Each Supply Room can be set up to choose how inventory for that location is to be managed. Auto-accept allows the system automatically update inventory quantities based on supply requests allowing crew members to pick up their own supplies. The electronic Check Sheet will show the accepted items. A Supply Request will always be sent to the System Manager if their e-mail(s) is in the settings for the Supply Room replenishing the stock.

13) Requisitioning module for the System Manager to make purchases. Agency can purchase any item from any vendor through system and orders can be created for stocked as well as non-stocked items. System automates purchasing by generating electronic requisitions or Purchase Orders for Supply Rooms based on supply reorder points and actual stock quantities.

14) Inventory Management System barcode scanners. The system is compatible with most simple scanners that connect to your computers via USB connection. The system can utilize Datalogic barcode scanners, a global leader in barcode scanning technology. The vendor can provide the Datalogic Gryphon GBT 4100, that is easy to connect via Bluetooth (wireless) and very reliable.

15) Web based equipment and Asset Tracking System. The web-based equipment and Asset Tracking System program shall collect data at point of issue (Check Out) for any equipment or supplies (including narcotics) at the beginning of each shift. This information would include the employee to which the product is to be assigned, date and time of issuance and the Truck they are assigned. At shift's end, the items would be subject to 'Check In' or returned to the supply area until needed again. To facilitate this tracking, one utilizes barcodes and barcode scanners to enter the issuance and item return. In addition, the program will also track any permanently assigned items for each employee or vehicle.

When an asset is tagged and ready for deployment, managers/supervisors and crew members will have option to 'Check Out' assigned equipment through the web-based Back Office or integrated crew member check sheet based on management preferences. Crew member accountability is greatly increased when Agency knows who is responsible for specific equipment. When crew members are done, they simply 'Check In' the assets to return them to the station or turn into to manager on duty to 'Check In' through the web-based Back Office. The system's 'Check Out'/'Check In' process ensures expensive and essential equipment is available when Agency needs it.

16) Process. The program must be web-based which allows flexibility for tracking each item and allows reviewing by management from any web enabled computer.

The system allows for flexibility of tracking assets by allowing managers to allow crew members or management to 'Check Out' and 'Check In' assets based on management preference.

Managers may control the process and supervise which assets crew members are allowed to take in their possession by disabling crews from being able to 'Check Out', 'Check In' or 'Transfer' and 'Check Out' and 'Check In' assets to and from other crew members through the web-based Back Office. At any time management may log into the web-based Back Office to see which assets are in which crew members' possession, asset's Tag#/Serial#, assign Due Back dates, check the Checked Out Date, check if there is a signature for the 'Check Out' and check the asset's last reported Verification Status. Barcode scanners can be used to capture the crew member's badge ID number.

If given permission through system settings, crew members may 'Check Out', 'Check In' or 'Transfer' assets on their own as they begin a shift and before leaving shift through the electronic Check Sheet. Barcode scanners can be used to capture each asset's tag number.

When assets are checked out through the web-based Back Office, either the crew member or Unit taking possession of the asset is chosen. Asset may be checked out to crew member by scanning their badge ID (or select from a list if crew member not present) and select which Supply Room the asset is being checked out from. When asset is checked out, it is removed from the supply room or location until it is checked in.

When an asset is checked out to a Unit, same process applies except the crew member ID is not entered for the transaction. Crew members can verify that asset later when performing a Unit inspection and confirms whether the asset is on that Unit or not on the electronic check sheet. A report can give managers information on which crew members performed the checks on which Units, and there is an Asset Verification history log that is available in the web-based Back Office at all times.

If a Unit or crew member has any previously checked out items that have not been returned, those items will be listed once the crew member or Unit ID is chosen to proceed to choosing the items to 'Check Out'.

Asset Tag Number and Serial will always be attached to equipment being checked out. If the asset is physically available, the tag# can be scanned into system to select, or if not (for example, a stretcher out in the garage) an asset may be chosen from the selection list.

Same process as for 'Check Out', except click 'Check In' for the items in possession that need to be returned. Once in the 'Check Out' or 'Check In' assets portal, choose the crew member by

scanning badge ID or choose Unit. All items that are being returned must be check marked, and then manager can click 'Check In'. Items checked in will be taken off the list.

Alternative to Back Office- through Check Sheet (crew member Users who work on Units):
Asset 'Check Out'/'Check In'/'Transfer': Crew member opens the Assets tab and clicks Add Asset, scans the Asset Tag # and receives the confirmation message. To 'Check In', click Remove Asset, and choose the asset to return by clicking 'Check In', and system will confirm the return.

3. INSTRUCTIONS TO BIDDERS

3.1. Contact

All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, PCD ADMIN, regarding this IFB or their written bid at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the COUNTY.

3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this IFB.

3.3. Public Opening

Electronic bids shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7116. The Public Opening via ZOOM [https://zoom.us/ Meeting ID 865 8422 2565](https://zoom.us/MeetingID/86584222565) Passcode 520343.

3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenow.com/portal/seminolefl>)

3.5. Bid Submission and Withdrawal

The COUNTY will accept bids electronically via the COUNTY's e-Procurement Portal until 2:00 pm on Wednesday, March 8, 2023. Bids received after the scheduled due date and time for submission shall not be considered. Bids submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Bidder for this solicitation and will appear on the Follower's list. Bidders that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this IFB. If a Bidder encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Bidders may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenow.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Bidders shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Bidder is using to submit a response. Failure of the Bidder to successfully submit an electronic proposal before the deadline indicated herein shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Bidder will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7116, before the 2:00 pm deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written bid.

Bidders may withdraw their bid electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

3.6. Inquiries

All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received no later than NO VALUE on TBD. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB. If the Q&A deadline has passed, a Bidder may contact the COUNTY directly if necessary at pcdadmin@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

3.7. Addenda

Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the IFB's Followers list. All Bidders should check the COUNTY's Website or notify PCD ADMIN to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website (<https://secure.procurenow.com/portal/seminolefl>). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

3.8. Selection Process and Award

The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity, and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability, and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure, and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

3.9. Bid Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this IFB

3.10. Accuracy of Bid Information

By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing, and able to perform if selected.

3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

3.12. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

3.13. Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

3.14. Posting of the IFB's Recommendation and Intent to Award

The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (<https://procurement.opengov.com/portal/seminolefl>) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

3.15. Public Records

Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents.

Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3.16. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.17. Acceptance/Rejection/Disqualification

The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

3.18. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and

the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

3.19. Responsibility

The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

3.20. Bids to Remain Firm

All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty-day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

3.21. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

3.22. Affirmation

By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

3.23. Mistakes in the Bid

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

3.24. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

3.25. Drug-Free Workplace Compliance

Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

3.26. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

3.27. Uniform Commercial Code

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

3.28. Proprietary/Restrictive Specifications

Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

3.29. Payment Terms/Discounts

The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

3.30. Price Redeterminations

1. **During the Renewal Term**: Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term**: Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified

herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for

Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.31. Purchasing Agreements With Other Governmental Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

3.32. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

3.33. Price/Delivery

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document.

F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3.34. Bid Forms

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

3.35. Method of Ordering

The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

4. INSTRUCTIONS FOR THE PREPARATION OF BIDS

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary.

Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

4.1. Type of Business*

- ☐ Corporation
- ☐ Joint Venture
- ☐ Partnership
- ☐ Proprietorship

*Response required

4.2. Type in your Legal Entity Name Here.*

This name will be verified against the Secretary of State website.

*Response required

4.3. Federal Employer ID Number (FEIN)*

*Response required

4.4. Incorporated in the State of _____.*

Ex.) Florida

*Response required

4.5. List of Principals*

*Response required

4.6. Upload evidence of authority to do business in the State of Florida.*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

*Response required

4.7. Summary of Litigation*

*Response required

4.8. License Sanctions*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

*Response required

4.9. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

4.10. Conflict of Interest Statement*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Purchase of EMS Supplies and Related Components.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

Under penalties of perjury, I declare that I have read the foregoing **Conflict of Interest Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.11. Compliance with the Public Records Law*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
 - 2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
 - 4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Under penalties of perjury, I declare that I have read the foregoing **Compliance with Public Records Law Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.12. Confidential File(s)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

4.13. Worker's Compensation Compliance Certification*

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

Under penalties of perjury, I declare that I have read the foregoing **Worker's Compensation Compliance Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

To comply with this requirement, the undersigned hereby certifies that:

- ☐ Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- ☐ Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

*Response required

4.14. Worker's Compensation Compliance Certification Cont...*

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

*Response required

4.15. W-9 Form*

Please upload your current W9 form here

*Response required

4.16. Drug Free Work Place*

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing **Drug Free Work Place Form** and that the facts stated in it are true to the best of my knowledge and belief.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

4.17. Americans Disabilities Act Affidavit*

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Under penalties of perjury, I declare that I have read the foregoing **Americans Disabilities Act Affidavit** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.18. Insurance Confirmation (for the Insurance Agency to complete)*

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE_CONFIRMATION.docx](#)

*Response required

4.19. E-Verify*

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- A. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify

the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

Under penalties of perjury, I declare that I have read the foregoing **Affidavit of E-Verify Requirements Compliance Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

[4.20. Similar Project Experience - References*](#)

Please download the below document, complete, and submit here.

- [SIMILAR PROJECT EXPERIENCE ...](#)

*Response required

[4.21. Certification*](#)

Pursuant to and in compliance with the Invitation to Bid, the undersigned Bidder agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Under penalties of perjury, I declare that I have read the foregoing **Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

5. PRICING PROPOSAL

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the IFB Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in the IFB documents.

PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE

*Please include any other discount, benefits to the County in your bid proposal.

Line Item	Description	Unit of Measure	Percentage
1	Percentage off Medical Supplies	1	
2	Percentage off Medical Equipment	1	
3	Any additional discounts offered by your Company. Please include any other discounts, benefits to the County in your solicitation as a separate attachment	1	

6. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Responsiveness Vendor provided all the required documentation	Pass / Fail	1 (1% of Total)
2.	Responsibility Can the apparent low bidder perform the work as outlined in the solicitation	Pass / Fail	1 (1% of Total)
3.	Price Proposal Total cost benefit to the County	Points Based	100 (98% of Total)

**TERM CONTRACT FOR EMS MEDICAL SUPPLIES AND RELATED COMPONENTS
(IFB-604500-23/GCM)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide medical supplies and equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials. COUNTY hereby retains CONTRACTOR to provide materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation.

Required materials will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for materials.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:

AP@SeminoleClerk.org

- (2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
TAMMY ROBERTS,
Procurement Administrator

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554,
Seminole County Administrative Code.

Approved as to form and
legal sufficiency.

County Attorney

GK/lpk

1/10/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604500.docx

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

Exhibit C - Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**S
H
I
P****V
E
N
D
O
R****ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****00.00****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



To Whom It May Concern:

In response to your bid request IFB-604500-23/GCM, Bound Tree Medical is pleased to offer 35% off of the prices from the current Bound Tree Medical Emergency Medical Product Catalog. These items are also available for reference on our website, www.boundtree.com. Pharmaceutical and IV Solution product categories will also be offered at a 40% discount from the current listed prices on our website.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the **cost excluded from the percentage off**. It of market demand and raw material costs. Software is

Manufacturer Excluded		Product Categories Percentage Off
5.11 Tactical		
Manufacturers Special % Off		Capital Equipment – 15%
Cardio Partners – 15%		Custom Kits – 10%
Ferno Washington – 15%		Inventory & Secure Storage Systems -20%
Junkin Safety – 15%		King Vision and Airways – 30%
KingFisher Medical – 15%		Preventative Maintenance – 15%
Laerdal – 10%		QuikClot Dressings – 20%
Nasco – 25%		Recertified AEDs – 15%
Philips Medical -15%		Service Contracts – 15%
SScor – 15%		Supraglottic Airways and Kits -35%
Thermal Angel – 15%		
Stryker – 20%		

Products excluded from the percentage off bid included above.

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Jeanelle Mendenhall

Jeanelle Mendenhall
Pricing Analyst, Bids & Contracts
Bound Tree Medical, LLC



February 1, 2022,

To Whom it May Concern:

This letter is to confirm that the U-Select-It Corporation, Intelligent Dispensing Solutions and UCapIt program, as well as all of its associated components, are a single source product distributed exclusively through Bound Tree Medical.

Manufactured by U-Select-It Corporation d/b/a Intelligent Dispensing Solutions is a division of The Wittern Group in Des Moines Iowa. No other division in the U-Select-It Corporation, or any other company, make a similar product. This program must be purchased through BoundTree Medical.

This complete system represents a package of materials including custom designed hardware and proprietary software. The software, tracking programs and security measures are exclusive to these units, through the control board installed in the unit and the software controlled by this exclusive board. No other manufacturer has the ability to maintain the services related to these units.

If you desire additional information, do not hesitate to contact me, Patti Day (361-550-0491) or pday@wittern.com at any time. Thank you for your interest in the UCapIt program.

Best Regards,
Patti Day
National Sales Manager



EMS Configurable Locker

Increase compliance and efficiency while reducing waste and shrinkage



The EMS Configurable Locker provides secure, customizable spaces for you to fit large and small items.



**Contact Your Bound Tree Account
Manager For More Information:**



800.533.0523



EMS Adjustable Locker



Bar Code ID Scanner



Proximity Card Reader



Pin Number



Mag Stripe Reader

- + Decrease inventory carrying costs
- + Identification methods can include a combination of: **Pin Number, Proximity Card Reader, Bar Code ID Scanner, & Biometric (Fingerprint) Reader, Dual Validation** as well as two form factor identification
- + Reduce supply shrinkage
- + Comprehensive real-time reporting and system-wide customized alerts can escalate up to three levels
- + Secure dispensing
- + Cloud based system with access to data 24/7 from anywhere you can access the web
- + Custom electronic checklists
- + Track lot numbers and expiration dates
- + Powered lockers

Adjustable Locker				
Compartments	Up to 18 Compartments/ Up to 20 in Satellite			
Compartments Sizes	Opening: (14/16) 10-23/32"H x 10-15/16"W, (4) 4-23/32"H x 10-15/16"W Depth: 22-15/16"D			
Compartment Door Type	Window or Solid			
Communication	Web based (CAT5E)			
Electrical Requirements	Domestic: 115 VAC/60Hz, 1.2 AMPS International: 230 VAC/50Hz, 0.6 AMPS 2 Outlets Required with Powered Model			
Height	73-5/16" (186.2 cm)	Width	30-1/8" (76.5 cm)	Depth 26-3/8" (62 cm)
Shipping Weight	353 lbs. Varies with configuration and options.			

Contact Your Bound Tree Account Manager For More Information:

800.533.0523



UCapIt™ CAP 3 and CAP 5 Controlled Access Pharmaceutical Dispensers

04.22



The CAP 3 and CAP 5 Controlled Access Pharmaceutical Dispensers are customizable inventory management tools that help address major supply room challenges.

CAP dispensers release items to EMS personnel based on customizable ID protocols. They can also prompt users for station or dispatch specific data. All supply withdrawals are cataloged, time stamped and regulated by tech clearance/training level.

EMS management can monitor and restock inventory at any time. CAP machines aggregate dispense history, create pick lists for restocking and generate individual call reports based on products restocked. Managers can choose to receive automatic email or text alerts regarding low stock, temperature variance, usage spikes, expiration dates or power loss.



FEATURES

- Provides customizable dispensing and reporting options for individual agency needs
- Accepts a variety of ID protocols including individual pin numbers, proximity cards, magnetic stripe cards, bar codes, biometrics or a combination of these methods
- Monitors and tracks access to controlled substances, narcotics and pharmaceuticals
- Helps ensure that items with expiration dates are used in a timely manner

AVAILABLE ADD-ONS

- Refrigeration
- Lock down security package
- Extension machine (no controller)
- Touch screen display

UCapIt™ CAP 3 and CAP 5 Controlled Access Pharmaceutical Dispensers

04.22



PRODUCT SPECIFICATIONS

Included features:

- Bar code or magnetic stripe reader
- iVend® Delivery Sensor System
- Parrot Door (enables re-use of protective bags)
- LED lighting
- ADA Compliant

Optional Features:

- Proximity badge reader
- Biometric reader*
- High security packages
- Touch screen display

*Requires a registration station



CAP 3 SPECIFICATIONS

- 23 standard selections
- Holds 384 standard items
- Electrical requirements: 115 VAC/60Hz 1.2 AMPS
- Weight: 445 lbs
- 72" x 29" x 34"



CAP 5 SPECIFICATIONS

- 40 standard selections
- Holds 630 standard items
- Electrical requirements: 115 VAC/60Hz 1.2 AMPS
- Weight: 628 lbs
- 72" x 41" x 34"

ITEM #	DESCRIPTION
4800-001H	CAP 3 Standard
4800-002S	CAP 3 Extension Machine
4800-003R	CAP 3 Refrigerated Machine - Bottom Half
4310-75714	Biometric Reader
4310-75716	Biometric Registration Station
4800-31184	Prox Card Reader
4800-SCREEN	Touch Screen Display
4800-43110	Software – 12 Months

ITEM #	DESCRIPTION
4800-0001H	CAP 5 Standard
4800-0002S	CAP 5 Extension Machine
4800-0-03-R	CAP 5 Refrigerated Machine - Bottom Half
4310-75714	Biometric Reader
4310-75716	Biometric Registration Station
4800-31184	Prox Card Reader
4800-SCREEN	Touch Screen Display
4800-43110	Software – 12 Months

UCapIt™ CAP Adjustable Locker

04.22



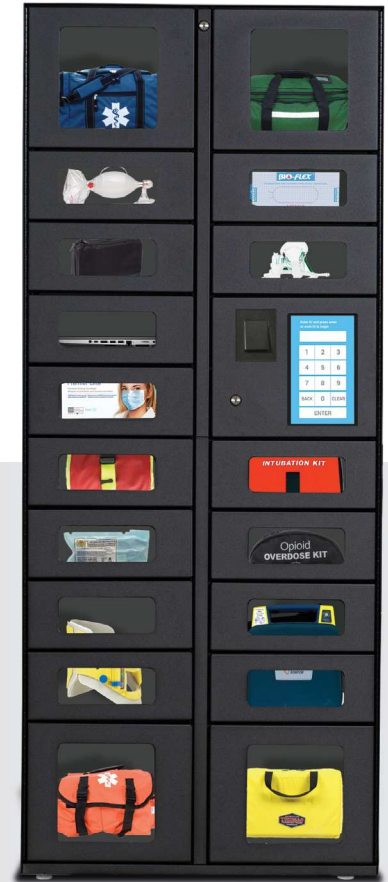
The UCapIt™ CAP Adjustable Locker is an inventory management tool that helps address major supply room challenges. It can be used alone or connected to the CAP 5 or CAP 3 Controlled Access Pharmaceutical Dispenser.

The locker is ideal for dispensing large, bulky items or items that need to be checked out and checked back in by EMS personnel. Items can be checked out based on customizable ID protocols. All supply withdrawals are catalogued, time stamped and regulated by tech clearance/training levels. Lockers are able to be quickly and easily configured on-site to accommodate various product mixes with up to 20 compartments.

SPECIFICATIONS

- Up to 20 Compartments
- All compartments are 10 ¹⁵/₁₆" W x 22 ¹⁵/₁₆" D; Height is variable
- Electrical req: 115 VAC/60Hz, 1.2 AMPS
- 73" H x 30" W x 26" D
- 327 lbs*

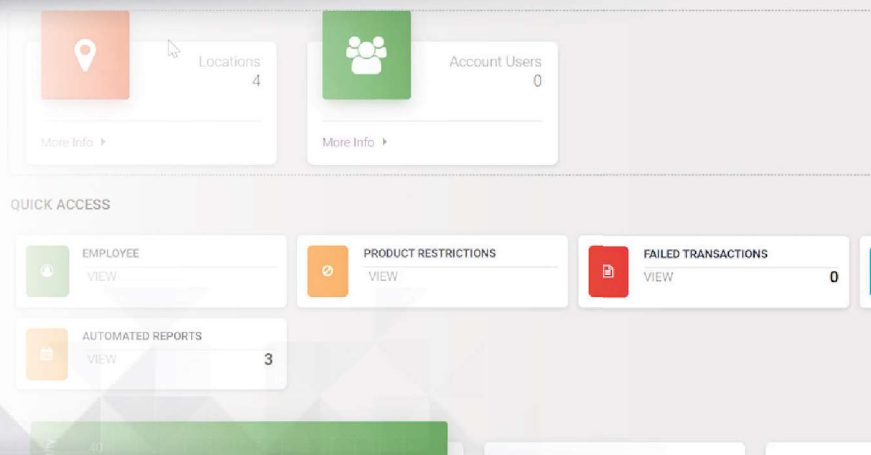
*Weight varies with configuration



ITEM #	DESCRIPTION
4800-01H	Stand-Alone Adjustable Locker w/Controller, BTM Black
4800-02S	Satellite Adjustable Locker, BTM Black



**Your single source, intelligent
inventory management solution.**



iQ Technology is the smarter way to manage emergency medical supplies and controlled substances.

When every second counts, your team deserves to know that the right supplies and equipment will always be there to back them up. With iQ Technology give your team quick, secure access to what they need when they need it, while ensuring regulatory compliance, and reducing waste and product loss.



Reports

With a combination of control, visibility and automated alerts, you'll always know who's using what supplies and equipment, and how much they are using. iQ Technology features a robust, back-end systems with real-time analytics and customizable reports.



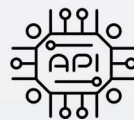
Alerts

Alerts are sent directly through email and allow you to track your asset inventory, know when the machine door is open and when internet connection is down. You will be alerted exactly when you need to order products, which eliminates having an overload of expired or nearly expired inventory.



Restrictions

iQ Technology can verify user access via multiple forms of ID, and prompt for station or dispatch specific data. All transactions are recorded, time stamped and regulated by tech clearance/training level.



API/Pre-Authorization

Manage your IDS solutions across your entire organization, with a view of real-time device status, set-up and permissions. And iQ Technology easily integrates with your existing systems to give you a more complete view across your enterprise.



The Next Generation is here

Upgrade your equipment to the next generation, and get the latest equipment and enhancements from UCapIt. Installation is easy and can be done on site by our certified technicians. It works with all of our existing equipment, and increases its capabilities with our proprietary UV Lighting, and Adjustable Lockers

Update your Screen

With upgrading your equipment to the next generation you will get our next generation screen. It's a large color display that is brighter and easier to see with more room for increase data entry.

Implementation made simple

Our UCapIt team will walk you through every step of the way, and ensure that your equipment up and running.



iQ Technology = Smarter Inventory Management

- Manage multiple expiration dates
- Manage lot numbers
- Manage multiple supply rooms
- Dual validation and two form factor identification
- Temperature control
- Temperature monitoring
- Electronic checklists on organization and account levels
- Can handle multiple suppliers
- Generates purchase orders
- Ability to set par levels for supply room
- Run transaction report based on product group
- Operative iQ integration
- Batch update product for tracking expiration dates
- Generate purchase order from supply room and/or machine par levels for multiple suppliers

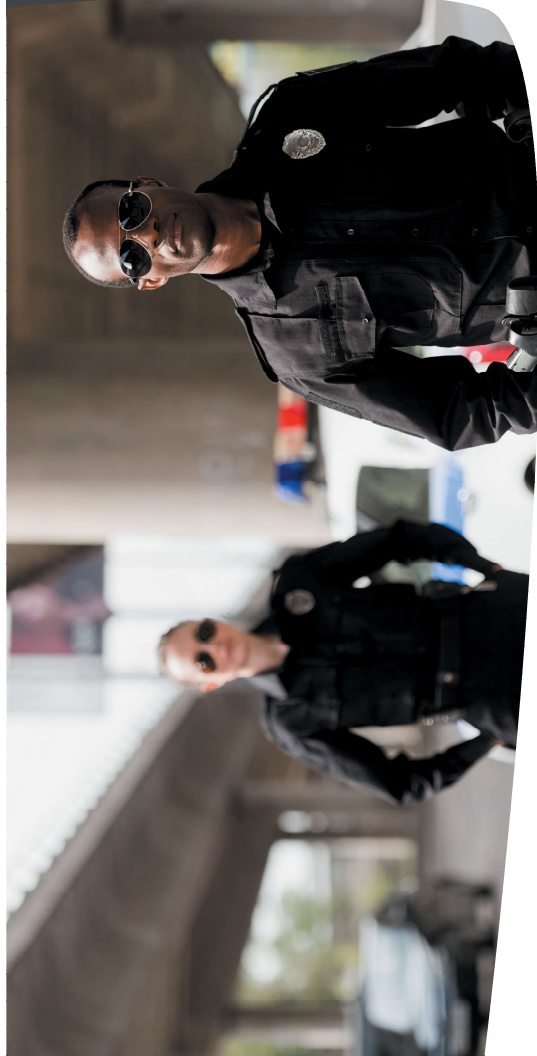
OPERATIVE  iQ

- Rescue vehicle supply checklist and par level settings for product assigned to the rigs
- *Set limits based and ask for unique information based on department
- *Track non-vended items through tracking software
- *Asset tracking of equipment based on a unique number
- *Track products based on weight
- *Shift management

* = New Unique Features

DATE	TIME	USER	PRODUCT	QUANTITY	LOCATION	STATUS
2019-03-01 10:00	10:00	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:05	10:05	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:10	10:10	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:15	10:15	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:20	10:20	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:25	10:25	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:30	10:30	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:35	10:35	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:40	10:40	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:45	10:45	John Doe	First Aid Kit	1	Room 101	OK

DATE	TIME	USER	PRODUCT	QUANTITY	LOCATION	STATUS
2019-03-01 10:00	10:00	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:05	10:05	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:10	10:10	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:15	10:15	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:20	10:20	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:25	10:25	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:30	10:30	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:35	10:35	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:40	10:40	John Doe	First Aid Kit	1	Room 101	OK
2019-03-01 10:45	10:45	John Doe	First Aid Kit	1	Room 101	OK



OPERATIVE IQ[®]



**DESIGNED AROUND THE WAY
YOU WORK**

800.533.0523 | [BOUNDTREE.COM](https://www.boundtree.com)



WHO WE ARE

Operative IQ provided the Original Electronic Check Sheet to make day-to-day operations easier. With software that optimizes your organization, you're always ready to serve.

Organize your tasks, track your assets, manage your inventory, and protect yourself from unnecessary risk. Our software encompasses Inventory and Asset Management, Fleet Maintenance, Narcotics Tracking, RFID Solutions, Service Desk Ticketing, and more to provide a holistic approach. Access it all in one trusted platform for confident, data-driven decisions.

We also provide implementation services to train and get you going and best-in-class support to assist you along the way. Operative IQ is the smartest way to manage your inventory, assets, fleet, and narcotics.



WHAT WE DO BEST



INVENTORY AND ASSETS

Manage the overall flow of supplies and gear through your organization. Perform vehicle, station, and gear checks. Re-order supplies based on real data to reduce inventory overhead. Create purchase orders easily with our integrated suppliers.



NARCOTICS TRACKING

Manage the controlled substances in your safes and distributed in the field. Records all movements digitally, including administration, waste, and reverse distribution of narcotics from cradle to grave.



FLEET MAINTENANCE

Connect front line crew with maintenance staff. Manage scheduled maintenance and ad-hoc repair requests efficiently. Vehicle inspections captured through an electronic Check Sheet automate repair request easily.



SERVICE DESK

Handle repair request more efficiently. Users can send support requests to specific departments and tie them directly to assets, vehicles, or locations. Two-way communication ensures loop closure and accurate historical documentation.



RFID AUTOMATION

RFID, or radio frequency identification, enables you to cut down on the time it takes to inventory your supply rooms, assets, and safes. Improve accuracy, reduce waste, streamline ordering, and relieve your crew from monotonous, time-consuming inventory counts.



IMPLEMENTATION SUPPORT

Get your system up and running with the help of our Client Services team. We offer online and on-site training to make sure your team is successful and we provide on-going tech support.

WHAT THAT MEANS FOR YOU

SERVICE READINESS

Be prepared to respond to any emergency with equipment that is stocked and ready. Operative IQ has individual modules to track and monitor personal protective equipment, emergency vehicles, supply rooms, narcotics, and assets. Crews can complete their checks from any device for ease of use.

COST SAVINGS

Avoid overstocking and waste due to expiration. We make it easy to track every piece of equipment or supply that comes into your station so you know how much you have on hand and how much you need to order. Our clients have reported Operative IQ pays for itself in saved medical supply budget.

COMPLIANCE

Remain complaint and in control of your organization with live and scheduled reports, steady access to data, and visibility into what is happening at every level. Produce accurate and timely documentation upon request.

SIMPLIFIED SUPPLY ORDERING

Operative IQ integrates with the leading medical supply distributors to make purchasing easier than ever. Create purchase orders within the system when items are running low and receive against your POs electronically.

PROTECTION FROM NARCOTICS DIVERSION

Track and monitor the lifecycle of all narcotics in your organization. Operative IQ narcotics tracking is designed to monitor every milliliter of narcotics moving through your agency to protect you from the real risk of diversion.

TIME SAVINGS

Digital vehicle and station checks save time and streamline documentation. Our RFID system allows you to tag individual items or boxes and record their presence with an RFID reader.



"We saw a 42 percent reduction of on hand stock as it pertains to fire and EMS supplies. This equates to roughly \$57,000 annual savings."

- Tim Sweat
Clayton County Fire and EMS (GA)

"I've got much, much better accountability across the board. I know where my controlled substances are all the time. So that's huge."

- Michael Baker
Tulsa Fire Department (OK)

"After the implementation of Operative IQ, we are able to spend less money and do more with our time. Operative IQ gives us the proper tool to manage our inventory with accuracy and swiftness, allowing us to tackle other projects in need of attention."

- Dave Abernathy
Satellite Beach Fire Rescue (FL)

INVENTORY AND ASSETS



Manage Supply Usage and Replenishment

Streamline inventory movement to reduce stock issues, manage expiration dates and generate purchase orders based on supply usage and current needs. Ensure equipment is properly inspected, repaired, and maintained with detailed records and total cost of ownership.

Operative IQ helps you improve processes, optimize usage of essential supplies, reduce waste, and ensure service-ready equipment with ease. Improve communication and compliance through a user-friendly check sheet for front-line users.



RESTOCK SUPPLIES

Know exactly what you have where, what is expiring when, and how much you need to reorder. Track supplies in stations and vehicles to rotate stock and minimize waste. Create smart orders based on usage and receive against POs to easily stock your shelves.



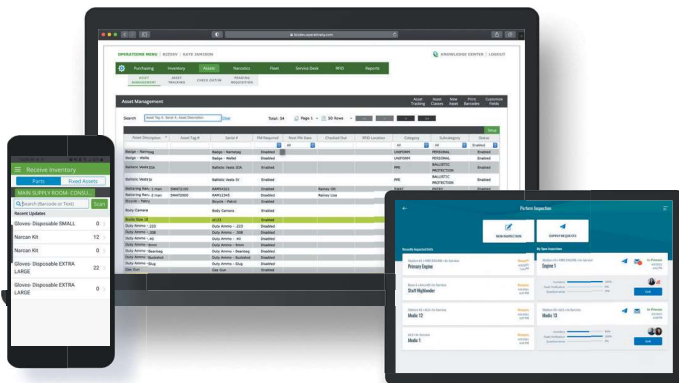
INSPECT EQUIPMENT

Verify the location and condition of your equipment whether it is checked out to a station, vehicle, or crew. Easily inspect field assets using a check sheet and report service issues. Track par and re-order points for all inventory and track chain of custody and inspections for all assets.



REMAIN SERVICE-READY

Ensure you have the proper supplies and fully-maintained assets on hand to respond to any emergency. Establish maintenance schedules to stay on track and easily document field inspections and PMs to ensure your assets are service-ready.



NARCOTICS TRACKING



Track Narcotics from Cradle to Grave

Move away from paper log books to electronically account for controlled substance chain-of-custody. Easily audit your narcotics safes to know what you have where. Operative IQ continues to track the movement of each medication in the field so you can identify potential discrepancies.

Capture and document the receipt, movement, and final disposition of your narcotics at every stage to protect your organization and your providers. Operative IQ provides peace of mind for you and your medical director.



VIEW REAL-TIME DATA

Digital tracking provides real-time and historical data right at your fingertips. View all narcotics live in your system or receive scheduled reports and notifications for total accountability. Report on expiring narcotics, administration, waste trends, and more.



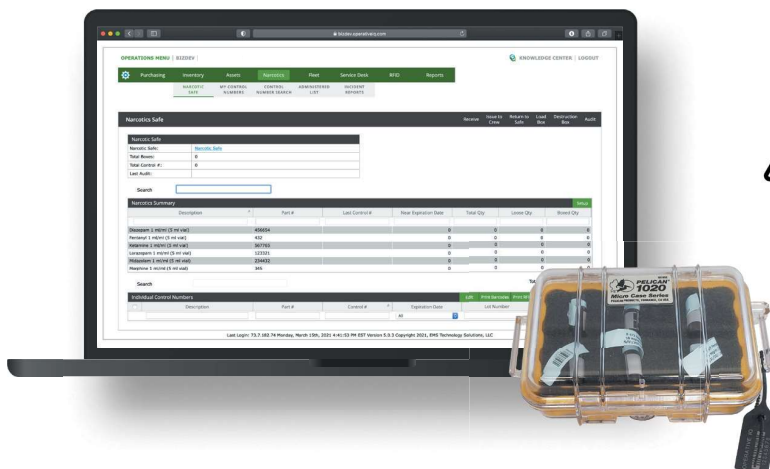
VERIFY TRANSACTIONS

Single and dual verification options include digital signature, password & pin, or biometric fingerprint for added security. Date and time-stamped transactions confirm who did what with which narcotics, and when.



MINIMIZE DIVERSION

Identify & troubleshoot issues quickly to reduce the risk of diversion. Recognize anomalies quickly and address concerns. Schedule customized alerts and reports to keep various stakeholders informed.





CHARLIE PHIPPS – ACCOUNT MANAGER

Charlie is a NREMT-P with 10+ years' experience. Prior to joining Bound Tree Medical, he served as the EMS Captain and Business Development Specialist for Chatham Emergency Services in Savannah, Ga. Here he oversaw supply chain for the EMS division and implemented inventory control utilizing Operative IQ and UCAPIT. As your Dedicated Account Manager, his experience utilizing Operative IQ in a real-world Fire/EMS setting will provide an additional resource to help with onboarding, training, and insight on best practice approaches.



SHAWN MURPHY – REGIONAL SALES DIRECTOR

Shawn Murphy joined Bound Tree Medical in 2008. He served the first thirteen years as a sales representative in the Georgia and Florida markets. He was promoted to the Regional Sales Director of the Southeast Region in 2021. He knows what our customers expect and how to build long lasting relationships. His goal is to be your trusted partner in healthcare and deliver the best possible service & solutions for your service.



DON ADAMS – VICE PRESIDENT OF SALES

Don has over thirty years of Municipal, Fire, and Private EMS experience as a licensed Paramedic and Instructor Coordinator in the State of Michigan. Don is a past president of the Michigan Association of Ambulance Services and was the 1996 Michigan Paramedic of the Year. Don's goal is simple – to help all of his account managers and their customers create a valued partnership that helps bring better products and care to the patient.



CHRIS FYFFE – BIDS AND CONTRACTS MANAGER

Chris Fyffe, Bids and Contracts Manager, has been with Bound Tree Medical for just shy of seven years. In his tenure with Bound Tree, he has been involved with pricing, quotations, bids, and deal management activities. In addition to his experience with the distribution of medical supplies, he has worked in transportation logistics, and retail management. His goal is help all of customers create a valued partnership that helps bring better products and care to the patient.

National References

Carl Laundrie, Battalion Chief
Volusia County Fire Services
125 W New York Ave
Deland, FL 32720
386-822-5028 ext:15381
claundrie@volusia.org

Services Provided: Medical Supplies and Pharmaceuticals



Andy Zanooff, EMS Captain
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
415-717-6876
Andy.Zanooff@sfgov.org

Services Provided: Medical Supplies and Pharmaceuticals



Douglas Isaacs, MD, Deputy Medical Director
Fire Department City of New York
9 Metro Tech Center
Brooklyn, NY 11201
718-999-2790
doug.isaacs@fdny.nyc.gov

Services Provided: Medical Supplies and Pharmaceuticals



Steve Blackburn, Chief Operating Officer
Priority Ambulance
910 Callahan Road, Suite 101
Knoxville, TN 37912
614-354-4702
sblackburn@priorityambulance.com

Services Provided: Medical Supplies and Pharmaceuticals



Scott Ellis, Medical Supply Specialist
City of Columbus Division of Fire
2028 Williams Road
Columbus, Ohio 43207
614-221-3132
seellis@columbus.gov

Services Provided: Medical Supplies and Pharmaceuticals



Barbara Tripp, Fire Chief
City of Tampa Fire Department
808 East Zack Street
Tampa, FL 33602
352-406-2573
barbara.tripp@tampagov.net

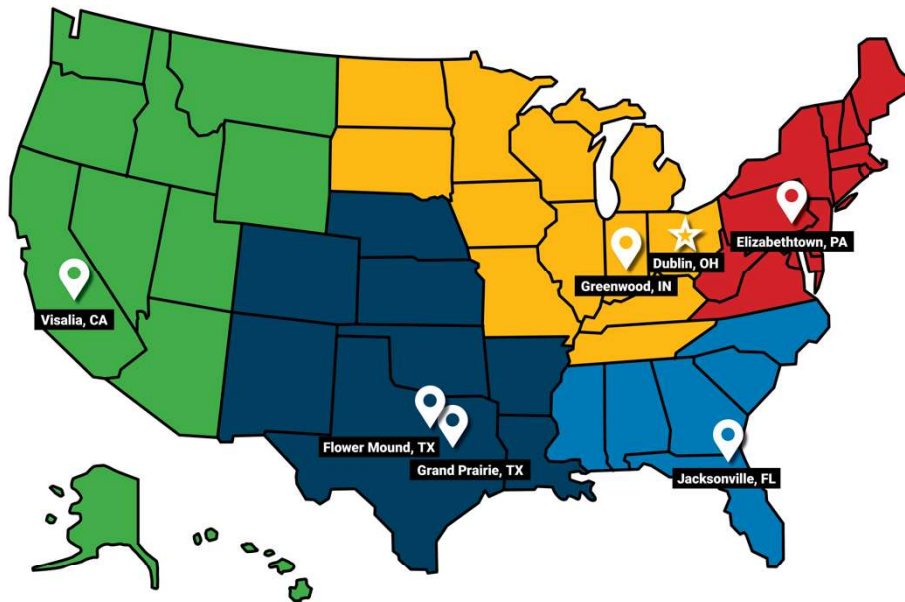
Services Provided: Medical Supplies and Pharmaceuticals





Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 96% of all our customers can be reached using UPS Ground within 2 business days.



OFFICES

Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

DISTRIBUTION CENTERS

Grand Prairie, TX
Bound Tree Medical
2911 S. Great Southwest Parkway
Suite 200
Grand Prairie, TX 75052

Flower Mound, TX
Bound Tree Medical
1420 Lakeside Parkway
Suite 105
Flower Mound, TX 75028

Elizabethtown, PA
Bound Tree Medical
1605 Zeager Road
Elizabethtown, PA 17022

Southaven, MS
Bound Tree Medical
Suite 101
Southaven, MS 38671

Visalia, CA
Bound Tree Medical
2243 N. Plaza Drive
Visalia, CA 93291

Jacksonville, FL
Bound Tree Medical
Suite 2
Jacksonville, FL 32218



Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
- 2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Return Policy

Prior to returning a product, please contact Bound Tree's Customer Service Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

Non-returnable Items Include:

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

Return Policy Guidelines:

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.

RETURN FOR REPAIRS

Items returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must also be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier and documented with photos. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Customer Service.



Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
 - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
 - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
 - The purchase summary report can be sorted in ascending order by total sales per item.
 - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
 - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
 - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bound Tree Medical LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5000 Tuttle Crossing Blvd

6 City, state, and ZIP code

Dublin, OH 43016

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 1 - 1 7 3 9 4 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Michael Root

Date ►

01/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SARNINC-01

JGOLDBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter	
	PHONE (A/C, No, Ext): (312) 239-2890 FAX (A/C, No): (312) 263-1551	
	E-MAIL ADDRESS: dgunter@thompsonflanagan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co. of America	25674
INSURED Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. P.O. Box 8023 Dublin, OH 43016	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB 3P279151	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: IFB-604500-23-GCM EMS Supplies and Related Components

Endeavor to provide thirty (30) days prior written notice in the event of cancellation. Ten (10) days prior written notice in the event of non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Seminole County Board of County Commissioners 1301 East Second Street Sanford, FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:												
INSURED Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	<table><tr><td>INSURER A: ProAssurance Specialty Insurance Company</td><td>NAIC # 17400</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: ProAssurance Specialty Insurance Company	NAIC # 17400	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: ProAssurance Specialty Insurance Company	NAIC # 17400												
INSURER B: Federal Insurance Company	20281												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 570098204561 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36073395	12/01/2022	12/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG Excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7363-09-65	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			78197881	12/01/2022	12/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Products Liability			N22OH380021 Claims Made	12/01/2022	12/01/2023	Aggregate Limit \$10,000,000 Agg Deductible \$150,000 Per Occ Comp/Op \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Agreement Number IFB-604500-23-GCM EMS Supplies and Related Components. Seminole County Board of County Commissioners its officials, officers, and Employees is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Automobile Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Umbrella is follow form to the general liability and auto liability policies.

CERTIFICATE HOLDER

CANCELLATION

Seminole County Board of County Commissioners 1301 East Second St. Sanford FL 32771 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	---

Holder Identifier :

570098204561

Certificate No :





Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bound Tree Medical, LLC
POLICY NUMBER See Certificate Number: 570098204561		
CARRIER See Certificate Number: 570098204561	NAIC CODE	
		EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

State of Florida

Department of State

I certify from the records of this office that BOUND TREE MEDICAL, LLC is an Ohio limited liability company authorized to transact business in the State of Florida, qualified on October 12, 2001.

The document number of this limited liability company is M01000002310.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 5, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of December,
2017*



Ken Reifner
Secretary of State

Tracking Number: CU6760952214

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA DRUGS, DEVICES AND COSMETICS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1047**

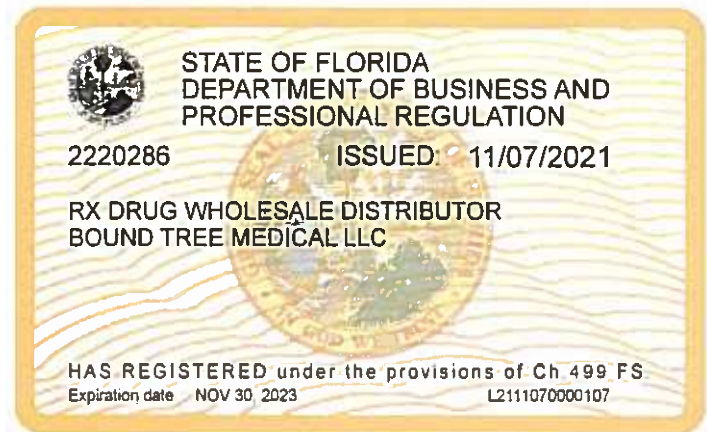
(850) 487-1395

**BOUND TREE MEDICAL LLC
5000 TUTTLE CROSSING BLVD
DUBLIN OH 43016**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RON DESANTIS, GOVERNOR

JULIE I. BROWN, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA DRUGS, DEVICES AND COSMETICS**

LICENSE NUMBER

2220286

The **PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR**
Named below HAS REGISTERED
Under the provisions of Chapter 499 FS.
Expiration date: **NOV 30, 2023**



**BOUND TREE MEDICAL LLC
2619 IGNITION DRIVE
STE#2
JACKSONVILLE FL 32218**

ISSUED: 11/07/2021

DISPLAY AS REQUIRED BY LAW

SEQ # L2111070000107

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RB0615659	07-31-2023	\$1850
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	DISTRIBUTOR	06-06-2022
BOUND TREE MEDICAL, LLC 2619 IGNITION DR STE 2 JACKSONVILLE, FL 322183555		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	DISTRIBUTOR	06-06-2022
BOUND TREE MEDICAL, LLC 2619 IGNITION DR STE 2 JACKSONVILLE, FL 322183555		

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RB0615659	07-31-2023	\$1850

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	DISTRIBUTOR	06-06-2022

BOUND TREE MEDICAL, LLC 2619 IGNITION DR STE 2 JACKSONVILLE, FL 322183555

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL
 REGISTRATION CERTIFICATE**
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223/511 (9/2016)



**REQUESTING MODIFICATIONS TO YOUR
 REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at deaddiversion.usdoj.gov - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:

Drug Enforcement Administration
P.O. Box 2639
Springfield, VA 22152-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

You have been registered to handle the following chemical/drug codes:

YOUR *TRUSTED* PARTNER

- ✓ FIND thousands of emergency products from leading manufacturers
- ✓ SHOP Class II & IV drugs, non-narcotic drugs and other pharmaceuticals
- ✓ GET the best value on the items you use most with Curaplex®
- ✓ SOLVE everyday challenges with pre-assembled Curaplex® Kits
- ✓ ACCESS 24/7 Emergency Disaster Support
- ✓ EARN Free CEUs at Bound Tree University
- ✓ ADVOCATING on your behalf to Congress, FEMA and HHS



Bound Tree

[BOUNDTREE.COM](https://www.boundtree.com)





products made just for EMS, by EMS.



get quality products.

all products are vetted by
EMS professionals.



at affordable prices.

prices that make you breathe a
big sigh of relief.



with speedy delivery.

in-stock products ship in 1-2
business days.

you deserve quality products at prices you can afford.

We understand the pressure the current environment is putting on your resources and budgets. We also understand your commitment to patient care.

That's why we've worked over the past 10 years to create a product line designed for EMS providers who want the best value but aren't willing to compromise on quality.

here's how we get you the best value:



Every Curaplex product is tested and vetted by the EMS community.



Your feedback helps us improve the products and ensure they have the right features at the right prices.



Together, we build a product line that's made just for EMS, by EMS.



kitting advantage.

Curaplex® kits solve a variety of your everyday challenges.

Spend less time worrying about the details and more time focusing on patient care with Curaplex® pre-assembled kits. Our color-categorized kits were developed with input from EMTs, and are built using ISO-certified processes.



faster response

Grab a kit and go without hassle.



simplified ordering

Order one item, not multiple items.



consistent care

Ensure protocol adherence among your agency.



lower risk

Prevent cross-contamination with tamper-proof packaging.



superior quality

Guarantee quality with ISO 13485 certification.



easier tracking

Easily track Curaplex Kits with the Unique Device Identifier (UDI).

Think you can't afford Inventory Management?

THINK AGAIN!

The EMS industry has faced numerous challenges during COVID-19, and supply chain uncertainty is no exception. Rush buying, stock outs, price volatility and changes in guidance require agencies to understand their inventory situation now more than ever.

Bound Tree Inventory Management Solutions from UCapIt, Operative IQ and ESO provide the visibility that is critical to EMS agencies. Improve workflow, take control and monitor trends in real time with Bound Tree Inventory Solutions.



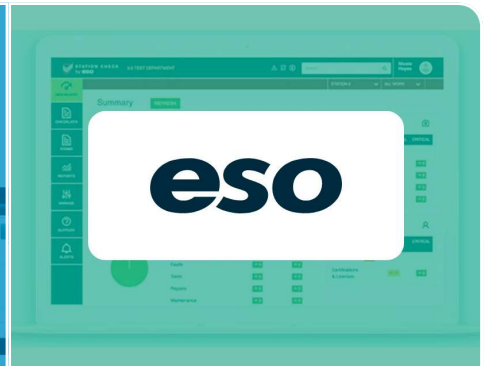
Controlled Medical Supply

Think 24/7 supply officer at any given location! UCapIt provides the ability to restock units 24/7 and it has real-time usage and inventory tracking.



Operations Management Software

Operative IQ is a web-based operations management software that can streamline your operation, improve productivity and save money!



ESO Inventory

Spend less time getting ready and more time being ready. Take control of your EMS inventory with refreshingly simple software.



Ask your Bound Tree Account Manager for a demo today.





THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



VAWD Certified State and Nationally Licensed

Several of BoundTree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

BoundTree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. BoundTree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like BoundTree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm



Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: e222.boundtree.com

For more information about CSOS please visit: www.deaecom.gov

BoundTree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.



800.533.0523 | www.boundtree.com

BoundTree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With BoundTree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.

Welcome.

Bound Tree Medical (BTM) is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.



Nationwide stats and facts.

- **Strategically located** to service 98% of our customers within two days.
- **Over 1 million** packages are shipped annually.
- **Over 30,000** customers serviced.
- **20 million lbs.** of medical supplies shipped in 2020.
- **8 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.



BOUND TREE MEDICAL

5000 Tuttle Crossing Blvd

Dublin, OH 43016



800.533.0523



BOUNDTREE.COM

Fast facts.

- **Offices** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

Sourcing & supply integrity.

- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

Operationally ready.

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, MS) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Emergency Disaster Support** in response to the pandemic and other natural disasters.

Solutions that matter.

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.



Current situation.

- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the “Tip of the Sword” during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

Advocating for EMS.

- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as “Voice of EMS” for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

How Congress can help.

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree’s efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of “short expiration dates.”
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America’s Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.



800.533.0523



BOUNDTREE.COM

TIM RUBERT

Vice President, Government Affairs

tim.rubert@boundtree.com





WHEN DISASTER STRIKES, GET LIVE ASSISTANCE.

Get Help in Three Simple Steps



1. Call 800-863-0953
to speak to a live operator
anytime 24/7



2. Report a major incident
and your medical
supply needs



3. Receive vital medical
supplies from
Bound Tree personnel

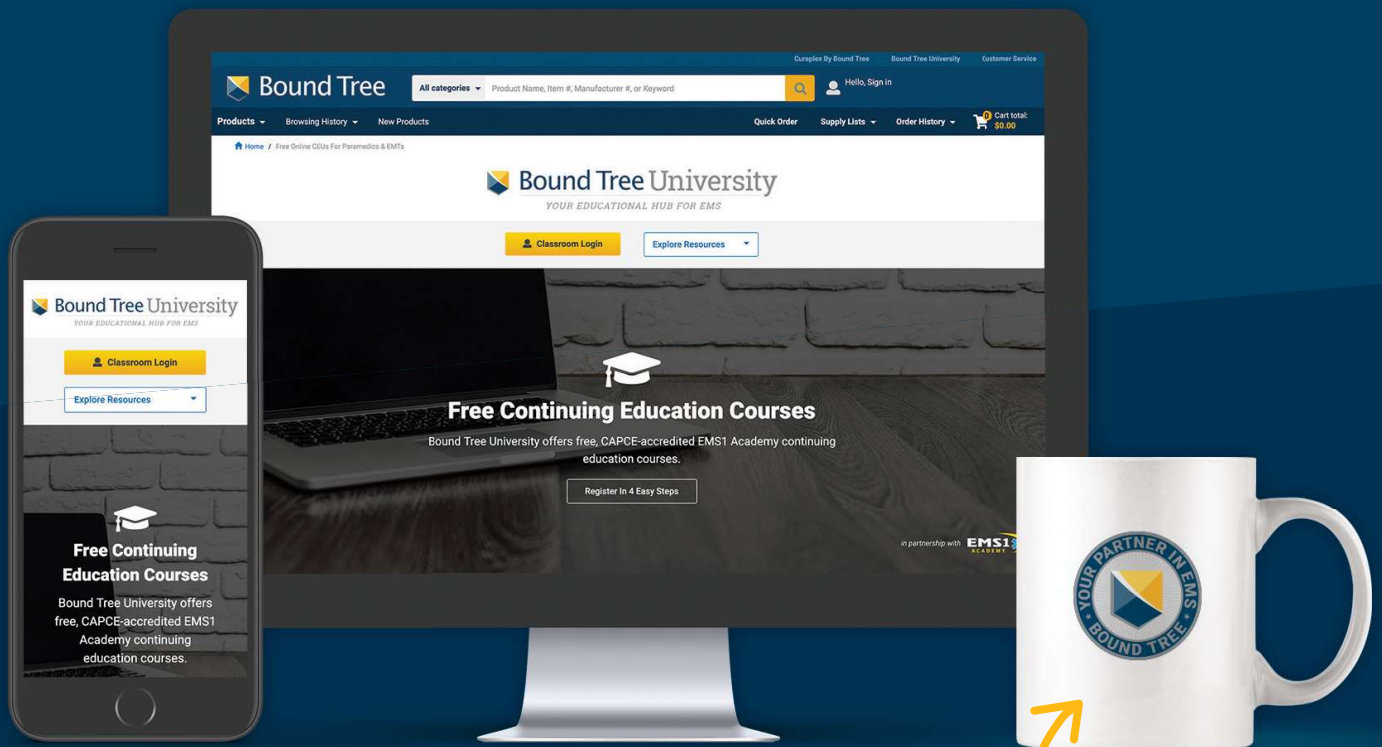
If your agency is in need of emergency medical supplies and equipment, call us 24/7 to speak to a live operator for disaster support assistance. Our Emergency Disaster Support Program is here to help you in disasters such as hurricanes, tornadoes, fires, floods, blizzards, MCI's and more.

CALL 800-863-0953

boundtree.com/emergency-disaster-support

 **Bound Tree**

ACCESS 10 FREE CEUS PLUS SO MUCH MORE!



From trauma to airway management, Bound Tree University offers a wide range of FREE continuing education courses.

Additionally, explore hundreds of educational resources like eBooks, videos and articles on similar topics.

**Pour coffee.
Keep on learning.**

EXPLORE RESOURCES ONLINE:
boundtree.com/university

 **Bound Tree University**