

September 12, 2023

Brevard County, FL
Attn: Sherry Collett
Title: Procurement Supervisor
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

RE: Deviations for Brevard County FL Purchasing Services BID B-7-23-56 EMS Medical Supplies (the "BID")

Dear Sherry,

Henry Schein, Inc. is a solutions company for health care professionals powered by a network of people and technology. Henry Schein has been in the medical supply business for 90 years and has over 40 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

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

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

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

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

Sincerely,



Robert Herbert
VP US Enterprise Operations

Attached To BID

Re: Assumptions, conditions, deviations, and stipulations for Brevard County FL Purchasing Services BID B-7-23-56 EMS Medical Supplies (the "BID")

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

THE BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE, PAGE 1.

Henry Schein will allow other entities that would like to utilize Brevard County FL during the term of the awarded contract, if they do not currently have a contract in place with Henry Schein or are in the process of negotiating or have a current bid with Henry Schein. Henry Schein shall have the right to approve the entity before they are allowed to use the resulting contract. In the event we agree to allow entities to participate in this agreement, the terms of this agreement will apply in lieu of the terms of any PO unless otherwise expressly agreed to in writing.

GENERAL CONDITIONS, TERMS AND PROVISIONS SECTION 13. MEETS SPECIFICATIONS PAGE 3.**SECTION 17. INDEMNIFICATIONS PAGE 4.****SECTION 18. PATENTS AND ROYALTIES PAGE 4.****SECTION 22. WARRANTY PAGE 4.****BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS' INDEMNIFICATION AND INSURANCE REQUIREMENTS EMS MEDICAL SUPPLIES (Cooperative Bid) B-7-23-56 PAGE 15. INDEMNIFICATION**

Henry Schein is a distributor for all products offered in this proposal and, as such, is not in the best position to warrant the products or indemnify for their use; however, Henry Schein can offer that any transferable product warranties and indemnities will be provided, at the time of sale, as provided to Henry Schein by the manufacturer.

Given the above, Henry Schein assumes the following alternative language is an acceptable means of compliance with the sections listed above and offers it in lieu of the language in the proposed sections:

"The Successful Contractor" will pass through to the County and their employees (hereinafter collectively referred to as the "Indemnitees"), at the time of sale, any transferable product warranties, indemnities and remedies provided to the "The Successful Contractor by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, THE SUCCESSFUL CONTRACTOR PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON."

**GENERAL CONDITIONS, TERMS AND PROVISIONS SECTION 25. CONFLICT OF INTEREST
PAGE 4.**

Henry Schein is a publicly traded company and has over 22,000 employees, to my knowledge, I am not aware of any financial relationships or family relationships that any Henry Schein employee has that may create a conflict of interest. Further, Henry Schein's Worldwide Business Standards sets forth the company's standards and obligations with respect to conflicts of interest, including requiring statements from all employees on initial hire and annually from all managers and executives confirming no conflicts of interest. The Company has ongoing processes and procedures to address potential conflict of interest situations, including training on conflict-of-interest issues, and posts user-friendly guidance to its employees on its Compliance Department site, which is made available at its national sales meetings. The Company also maintains a log of potential conflict of interest issues as they arise, including resolution thereof.

**GENERAL CONDITIONS, TERMS AND PROVISIONS SECTION 46. MISUNDERSTANDING
PAGE 6.**

Contractor reserves all rights to pursue all claims permitted by applicable law in the event that Contractor disagrees with the Contract Managers determination and Contract Managers determinations will not be binding in the event Contractor disagrees with such findings.

**GENERAL CONDITIONS, TERMS AND PROVISIONS SECTION 57. FEDERAL EMERGENCY
MANAGEMENT AGENCY PAGE 7.**

Henry Schein assumes this is N/A to the scope.

EMS MEDICAL SUPPLIES SCOPE OF SERVICES SECTION 1. PAGE 12.

Henry Schein does not use Company Vehicles for deliveries.

EMS MEDICAL SUPPLIES SCOPE OF SERVICES SECTION 5. PAGE 12.

Henry Schein's invoices will show the discounted price only. Henry Schein is unable to supply a list price sheet that matches current published catalog pricing. Pricing and information are found on our website at www.henryschein.com/ems.

EMS MEDICAL SUPPLIES SCOPE OF SERVICES SECTION 7. PAGE 12.

Henry Schein can agree to a 3-business day delivery for stocked items. However, for non-stocked items or customized items delivery may take up to 4-6 weeks. Further, rush orders requested to be upgraded will incur additional charges in accordance with UPS shipping zone schedules for the weight of the package. Additionally, Henry Schein has a contingency plan/ emergency response plan we follow in in the event of an emergency. We have attached our contingency plan/emergency response plan for your review. In addition, if a product is not available from your primary distribution center, the item will be shipped from the next closest center.

EMS MEDICAL SUPPLIES SCOPE OF SERVICES SECTION 10. PAGE 13.

All returns are subject to our Terms of Sale which incorporates our return policy. Returns can be easily requested online, through our customer service department or via your sales consultant. The website return

process consists of identifying the product to be returned, selecting the reason for the return, and the quantity to be returned. Returned products must be returned within 30 days of purchase. After the 30 days, a restocking fee will be assessed. Once the product is received back into our warehouse, we process a credit to our customer's account which then generates a credit memo.

EMS MEDICAL SUPPLIES (Cooperative Bid) B-7-23-56 SPECIAL CONDITIONS SECTION 2.
CONTRACT PERIOD, PAGE 10.

Henry Schein will hold the catalog discount proposed firm throughout the first year of the agreement. In the event of a manufacturer cost increase, Henry Schein reserves the right to increase pricing by the same percentage for items offered through our catalog discount program.

ATTACHMENT C – FEMA REQUIREMENTS

Henry Schein will comply with all applicable FEMA requirements to the extent required by applicable law in consideration of the scope of this agreement.

Sincerely,

Henry Schein Medical, a division of Henry Schein, Inc.



By:
Robert Herbert
VP US Enterprise Operations

THE BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities/services, a better quality of products, and lower administrative costs.


Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity." All responses are to be returned in accordance with the instructions contained in the attached Invitation to Bid. Any difficulty with participating entities referenced in this award must be brought to the attention of the Lead Entity.
- The Lead Entity will be responsible for awarding the contract, however, each participating governmental entity will be responsible for issuing its own purchase orders and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions and insurance requirements will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.


1. PURPOSE

Brevard County is soliciting annual bids for materials/supplies on a continuing basis to be purchased as needed by the following Brevard County Public Entity Cooperative participants:

- Brevard County Board of County Commissioners, Lead Entity
- City of Palm Bay
- Eastern Florida State College
- Brevard County School Board
- Canaveral Port Authority
- City of Cape Canaveral
- City of Cocoa
- City of Cocoa Beach
- City of Melbourne
- City of Melbourne Beach
- City of Rockledge
- City of Satellite Beach
- City of Titusville
- Barefoot Bay Recreation District

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			INVITATION TO BID Bid Acknowledgment
PROCUREMENT ANALYST: Heather Riley	(321) 617-7390 Ext. 5-9336	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523
BID SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com			
RELEASE DATE: June 28, 2023	BID TITLE: EMS MEDICAL SUPPLIES (COOPERATIVE BID)	BID NUMBER: B-7-23-56	BID OPENING DATE AND TIME: August 02, 2023 @ 11AM
PRE-BID DATE, TIME, AND LOCATION: Not Applicable		<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: Henry Schein, Inc. 135 Duryea Rd Melville, NY 11747	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 11-3136595
TELEPHONE NUMBER/TOLL-FREE NUMBER: (800) 845-3550	If returning as a "no bid," state reason:
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this ITB is true and correct. X  AUTHORIZED SIGNATURE (MANUAL) Rob Herbert NAME (PRINTED) VP Enterprise Operations TITLE 9/8/2023 DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 8th day of September 2023

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Kimberly Dantone NY
 SIGNATURE OF NOTARY PUBLIC STATE

Kimberly Dantone
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires 3/24/2027

(AFFIX SEAL OR STAMP)

State of New York
County of Suffolk
ID#: 01DA0003627

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒ BID BOND
 Yes ☐ No ☒ PERFORMANCE BOND
 Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND

BID BOND

PERFORMANCE BOND

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
 ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Any question may be directed to:
New York State Department of State
Division of Licensing Services
P.O.Box 22001
Albany, NY 12201-2001

(518) 474-4429
www.dos.ny.gov

Change of Address

New York State Residents: Please notify the Department of State and your county of any changes in your home address.

Nonresidents: Please notify the Department of State and your county of any changes in your business address in New York State.

Attached is your Notary Public Identification Card
Please keep it with you all the times.

DOS-066 (Rev. 6/10)

Note the effective date of your appointment.
The ID card is not valid before this date

03/24/2023

03/24/2027

CUT OUT CARD ON DOTTED LINES

STATE OF NEW YORK • DEPARTMENT OF STATE
NOTARY PUBLIC IDENTIFICATION CARD

01DA0003627

County **SUFF**

Registration No. **01DA0003627**

Valid from **03/24/2023**

to **03/24/2027**

KIMBERLY PAIGE DANTONE
22 Genesee Dr
Commack NY 11725

KIMBERLY PAIGE DANTONE

This is to certify that the bearer is a duly sworn and commissioned Notary Public for the term shown as a constitutional officer of the State of New York.

JUDITH A. PASCALE
County Clerk

ROBERT J. RODRIGUEZ
Secretary of State

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
 - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
 - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
 - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
 - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
 - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
 - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
 - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all **descriptive material necessary for Purchasing Services** to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this bid.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and

that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed. The sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
51. **UNAUTHORIZED ALIEN WORKERS/e-Verify:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The 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 Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract 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 Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.
53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which

relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
 - In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [VendorLink](#) website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2)

evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).
58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.
59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose,

including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☒ Signed/Notarized Bid Invitation, including ~~Electronic Copy on USB~~
- ☒ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☒ Confirmation of Drug-Free Workplace Form
- ☒ Non-Collusion Affidavit of Prime Bidder
- ☒ Public Entity Crime
- ☒ Contractor Affidavit Regarding Scrutinized Company List
- ☒ Foreign Influence on Contracts or Grants
- ☒ FEMA Contract Provisions
- ☒ BYRD Anti-Lobbying Amendment Certification
- ☒ Reference Form with a minimum of three (3) / maximum of five (5) references listed

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing Services, on behalf of multiple entities, is soliciting bids for EMS Medical Supplies on an as needed basis by the following Brevard County Entity Cooperative participants:

- Brevard County Board of County Commissioners, Lead Entity
- City of Palm Bay
- Eastern Florida State College
- Brevard County School Board
- Canaveral Port Authority
- City of Cape Canaveral
- City of Cocoa
- City of Cocoa Beach
- City of Melbourne
- City of Melbourne Beach
- City of Rockledge
- City of Satellite Beach
- City of Titusville
- Barefoot Bay Recreation District

Other County Public Entities not listed may utilize this bid during the terms of the cooperative bid.

2. CONTRACT PERIOD

The terms of this agreement shall be effective 12/15/2023 through 12/14/2028 (or for five (5) years from the date of award). The agreement may be extended by mutual consent, for an additional two (2) one (1) year renewal periods. Public catalog pricing shall remain firm for the first twelve (12) months of this contract. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

3. DELIVERY

All pricing for delivery and unloading shall be based on inside delivery, F.O.B. Destination, Freight Prepaid, and Allowed, including all packing, shipping, handling, and fuel surcharges to the following locations:

- Fire Rescue Logistics Office located at 300 Ansin Rd., Rockledge, FL 32955
- Palm Bay Fire Rescue Logistics located at 899 Carlyle Ave. SE, Palm Bay, FL 32909

4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Heather Riley, Purchasing Services at 321-617-7390 Ext 59336 or by email at heather.riley@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Heather Riley at heather.riley@brevardfl.gov. To be given consideration, such requests must be received in writing no later than **July 20, 2023 by close of business at 5:00pm.**

5. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 02, 2023 at 11:00am.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

Electronic bid filing is now available on VendorLink at www.myvendorlink.com. Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive.

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. PRE-BID/WALK THROUGH

A pre-bid meeting will not be held for this Invitation to Bid.

7. BID SUBMITTAL PACKAGE REQUIREMENTS

If submitting hard copies of the Bid, Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

8. CONE OF SILENCE

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
SCOPE OF SERVICES

1. Medical supplies will be ordered in varying quantities by Brevard County Fire Rescue and other Brevard County Public Entity Cooperative participants with no minimum restriction. Bid prices shall include delivery to the user agency. Delivery must be made by company vehicle a minimum of once per week.

Vendors must be able to provide at a minimum, the list of attached supplies. See Attachment A.

2. Unless otherwise noted, the brands and part numbers listed are the desired product. Literature must be provided with your bid for all substitute items to include manufacturer, part number, and detailed specification of the product. Failure to provide this literature for any substitute items may result in rejection of your bid. Brevard County reserves the right to request a sample of the substitute product(s) to aid in determining whether the substitute is acceptable. Acceptance of substitute items will be determined by Brevard County.
3. All proprietary items listed require a letter from the manufacturer stating that the bidder is an authorized distributor and can provide specific items.
4. It is the intent of Brevard County to award this agreement to multiple vendors based on the percentage discount applied to list price on all included products listed.
5. Bidder must be able to provide invoicing which shows list price, price per unit, and price with discount applied on all invoicing. Bidder must be able to supply a list price sheet that matches current published catalog pricing.
6. Bidder(s) shall provide a representative to personally call upon the user agency, at least once per week, to resolve shipping and invoice difficulties, product recalls, and provides technical assistance.

Please provide name, address and telephone number of representative:

Company Representative Name Jaime Greene
Address Greenacres, FL
Telephone # 561-644-0366 Fax #

7. Contractor must be capable of supplying bid items within 3 business days of the order. Contractor must be able to deliver within 24-hour notice, a sizeable amount of supplies in the event of a hurricane or other natural disaster approaching. The County has the right to place emergency purchases from other suppliers when delivery cannot be made in a reasonable time frame as dictated by the County.
8. Should the contractor fail to meet the timely delivery requirements as outlined, the County may seek to procure item(s) from other awarded vendors. Should stockage and/or short orders become a routine problem; the contract will be terminated by Brevard County.

9. Controlled Substance Certificate: Awarded Contractor must provide copy of DEA and/or State of Florida DOH controlled substances registration certificate for possession, purchase, and distribution.
10. The awarded contractor(s) must provide the required form(s) to process returns of outdated items consistent with the manufacturer's return policies. Credit for returned goods will be itemized on invoice.
11. The awarded contractor(s) are required to furnish Brevard County Fire Rescue and using Brevard County Public Entity Cooperative participants a detailed summary of sales at the end of each calendar quarter. The sales summary shall include the vendors name, the total volume sold for each item, item description and total dollar amount for all purchases during the reporting period and credits received for returned merchandise.
12. **Ordering:** The Vendor must have the capability of accepting orders via electronic media using an online ordering system that incorporates the participating agencies Purchase Ordering process. The Vendor's online ordering system must allow chosen agency personnel to manage user-defined parameters, as well as monitor the discount that results from this ITB.

The vendor must have the capability to complete orders, receive supplies and inventory, via UCAPIT dispensing devices integrated through the counties in-place inventory management software which is Operative IQ and IQ Tech. The EMS Division requires a vendor who is fully integrated with Operative IQ which is used to centrally manage and report on the movement of medical supplies to effectively track and order supplies and assets. Vendor must be capable of uploading expiration dating and lot numbers for all items ordered through Operative IQ. The vendor needs to be able to fully integrate with UCAPIT using IQTECH software (Controlled Access Pharmacy, CAP for short), so as to allow the ability to restock units 24/7 and have real-time usage and inventory tracking at no additional cost to the County.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
PRICE SHEET

Website
DISCOUNT OFF ~~PUBLIC~~ CATALOG PRICE 34 % PERCENTAGE

Bidders nearest warehouse address: Southeast Distribution Center
8691 Jesse B. Smith Court, Jacksonville, FL 32219

ACH PAYMENTS

Does your company accept ACH Payment Method? X Yes / No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

N/A

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 7/31/2023 // Add. No. 2 Dated 8/1/2023
Add. No. 3 Dated 8/8/2023 // Add. No. Dated

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-7-23-56 EMS MEDICAL SUPPLIES

COMPANY NAME Henry Schein, Inc

ADDRESS 135 Duryea Rd., Melville, NY 11747

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Rob Herbert

DATE 9/8/2023

TELEPHONE # 800-845-3550

FAX # 800-533-4793

EMAIL EMSbids@Henryschein.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) 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.
- (2) 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.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) 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 bid, the employee will abide 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 5 days after such conviction.
- (5) 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Henry Schein, Inc

Business Name



Authorized Representative's Signature

Rob Herbert

Name

B-7-23-56 EMS Medical Supplies

Bid Number and Name

9/8/2023

Date

VP Enterprise Operations

Position

EMS MEDICAL SUPPLIES (Cooperative Bid)

B-7-23-56

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA New York

COUNTY OF Suffolk

BEFORE ME, the undersigned authority, personally appeared

Robert Herbert, who, being by me first duly sworn, made the following statement:

1. The Business address of Henry Schein, Inc. (name of Contractor) is 135 Duryea Rd Melville, NY 11747
2. My relationship to Henry Schein, Inc. (name of Contractor) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

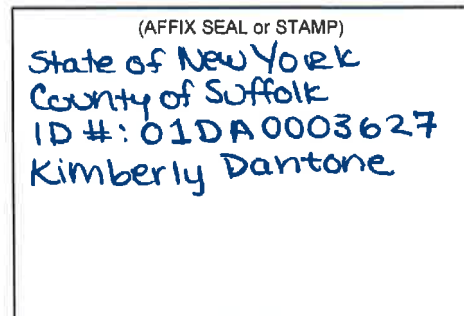
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Henry Schein, Inc (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Henry Schein, Inc (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Henry Schein, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county of New York of Suffolk first mentioned above on the 8th day of September, 2023.


Notary Public

My commission expires: 3/24/2027



EMS MEDICAL SUPPLIES (Cooperative Bid)

B-7-23-56

**DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A
VALUE OF \$100,000 OR MORE**

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- ☒ **YES** / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: 

Date: 9/8/23

Title: VP Enterprise Operations

STATE OF ~~FLORIDA~~ New York

COUNTY OF Suffolk

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of September, 2023, by (name of person making statement).

[Notary Seal] State of New York
Suffolk County
ID # 01DA0003627

Kimberly Dantone
Notary Public Signature

Kimberly Dantone
Name typed, printed or stamped

My Commission Expires: 3/24/2027

✓ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of New York

County of Suffolk

Rob Herbert ("Affiant"), being duly sworn, deposes and says that:

- (1) Affiant is Rob Herbert of Henry Schein, Inc, the Bidder that has submitted the attached Bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before [Signature] me this 8th day

of September, 2023

Kinberly Datoe
(Notary Public)

VP, Enterprise Operations
(Title)

My commission expires: 3/24/2027

(Seal)
State of New York
Suffolk County
ID #: 010A0003627

**EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56**

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____



Date: 9/8/2023

EMS MEDICAL SUPPLIES (Cooperative Bid)
B-7-23-56
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1.	Customer/Client: _____	Attached
	Date of Services: _____	
	Description of Services: _____	
	Street Address: _____	
	City, State, ZIP Code: _____	
	Telephone #: _____	Fax #: _____
	Contact Person: _____	Email: _____
Ref #2.	Customer/Client: _____	
	Date of Services: _____	
	Description of Services: _____	
	Street Address: _____	
	City, State, ZIP Code: _____	
	Telephone #: _____	Fax #: _____
	Contact Person: _____	Email: _____
Ref #3.	Customer/Client: _____	
	Date of Services: _____	
	Description of Services: _____	
	Street Address: _____	
	City, State, ZIP Code: _____	
	Telephone #: _____	Fax #: _____
	Contact Person: _____	Email: _____
Ref #4.	Customer/Client: _____	
	Date of Services: _____	
	Description of Services: _____	
	Street Address: _____	
	City, State, ZIP Code: _____	
	Telephone #: _____	Fax #: _____
	Contact Person: _____	Email: _____
Ref #5.	Customer/Client: _____	
	Date of Services: _____	
	Description of Services: _____	
	Street Address: _____	
	City, State, ZIP Code: _____	
	Telephone #: _____	Fax #: _____
	Contact Person: _____	Email: _____

CONTRACTOR NAME Henry Schein, Inc.
ADDRESS 135 Duryea Rd Melville, NY 11747
PRINTED SIGNATURE Rob Herbert
AUTHORIZED SIGNATURE [Signature]
TELEPHONE # 800-845-3550 FAX# 800-533-4793 DATE 9/8/2023
EMAIL: EMSbids@henryschein.com

REFERENCES

Account Name	Contact	Address	City, State, Zip Code	Email	Phone
Broward County	Bruce Angier, Division Chief	2308B SW 42 nd ST	Dania Beach, FL 33312	bruce_angier@sheriff.org	954-625-2971
Escambia County Public Safety	Cooper Saunders, Logistics Supervisor	6575 North W Street	Pensacola, Florida 32505	cooper_saunders@myescambia.com	850-471-6544
City of Green Acres Fire Rescue	Brian Fuller, Chief	2995 Jog Road	Greenacres, FL 34467	Bfuller@greenacresfl.gov	561-642-2030
Kissimmee Fire Dept.	Eric Gentry, Health and Safety Chief	101 Church St. Suite 200	Kissimmee, FL 34741	eric.gentry@kissimmee.gov	407-518-2206
Orlando Fire Dept.	Christopher Jackson, Logistics Manager	911 S. Westmoreland Avenue	Orlando, FL 32805	Christopher.jackson@cityoforlando.net	407-246-3602

ATTACHMENT B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Henry Schein, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Henry Schein, Inc.

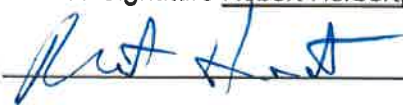
Address 135 Duryea Rd. Melville, NY 11747

Telephone 800-845-3550 Fax 800-533-4793

Email Address EMSbids@henryschein.com

Name and Title of Authorized Signature Robert Herbert, VP, Enterprise Operations

Authorized Signature

A handwritten signature in blue ink, appearing to read 'Robert Herbert', is written over a horizontal line.

**EMS Medical Supplies
B-7-23-56
July 31, 2023
Addendum 1**

TO ALL PROSPECTIVE BIDDERS:

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

ADDITIONAL INFORMATION:

Answers to questions will be addressed in a forthcoming Addendum.

Please note that the bid opening date and time has changed to Wednesday, August 16, 2023 @ 11:00 am.

All other terms and conditions remain unchanged.

Sincerely,



Sherry Collett
Procurement Supervisor

END OF ADDENDUM 1

**EMS Medical Supplies
B-7-23-56
August 01, 2023
ADDENDUM 2**

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

Question 1: Will Brevard County provide MFG# for each item?

Answer: We do not have the item number; the manufacturer is specified in the provided supply bid list.

Question 2: Are price increases permitted? If so, at what frequency?

Answer: Public catalog pricing shall remain firm for the first twelve months of this contract. The bid is based on a flat percentage off retail pricing which must be publicly published price.

Question 3: Vendors at a minimum must provide the list of attached supplies. If there are items that we do not carry because they are exclusive to a mfg. or distributor, can we no bid those items and still be considered for award?

Answer: They will need to be able to provide a substitution and have it approved prior to award.

Question 4: All proprietary items listed require a letter from the manufacturer. Just to be clear you do want us to upload with our bid letters from the manufacturer's stating we are a distributor for them?

Answer: Yes.

Question 5: It is the intent of Brevard to award based on the percentage discount applied to list price on all included products listed. (**DISCOUNT OFF PUBLIC CATALOG PRICE ___%PERCENTAGE**) Can you clarify this are you looking for just a % off our list price for the items listed on the attached, or are you looking for a price for each line item that we will hold for 12 months? Is the award going to be based on the **highest % discount** and not on the pricing of the line items?

Answer: We are looking for percentage of published catalog. The list provided will make sure you can provide for our equipment needs. Must have a substitution approved. Catalog price must be publicly listed and published. Looking for highest discount, measured against comparative catalog pricing.

Question 6: Bidder must provide invoicing which shows LIST PRICE and price with discount. Our system does not show list pricing on invoices, will you accept our invoices with your price only?

Answer: We will need a way to verify list price on the invoice. We do not want to have to calculate from catalog versus discount.

Question 7: Vendor must have the capability to work with OPIQ and UPCAITS- Does the County already have these systems or are you looking to have these systems installed? Who would be responsible for the cost of new software and equipment, the County, or the vendor?

Answer: We currently use both products. Any software that is required for your system to integrate would be at the vendors cost. Hardware would be at the County's cost and discretion.

Question 8: Pg. 1 – Regarding this requirement: "The purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions and insurance requirements will be in accordance with the respective entity requirements." MMSGSGS can't really agree to every participating entity's terms and conditions without reviewing them. Would you allow the terms and requirements of this solicitation to prevail over individual requirements in the chance that there was a conflict?

Answer: As we are not currently sharing the EMS bid with any other agency, I could agree to these terms. If the sharing entity wanted to set up something different with the vendor in reference to billing or insurance, I think that would be between the vendor and participating entity.

Question 9: Pg. 7, #57 – Regarding emergency orders, we would need to take exception and offer the following operational clarification:

- A.** MMSGSGS will work with Brevard County to accommodate emergency order processing requests whenever possible. Order size and time of day the request is received are factors used in determining if the request can be shipped after the standard cut-off time. Expedited delivery is possible; however, additional freight charges will be incurred. The actual price of expedited service is based on several factors such as number of boxes, weight, and ship to location.

Answer: This timeline needs to be defined. We would need an anticipated emergency delivery schedule. Example: Emergency orders will be fulfilled within 72 hours of the receipt of the order when supplies are available within the State. Or something to that effect.

Question 10: Pg. 10 (also Pg. 3, #9) regarding pricing

- A.** It looks like this bid is requesting both a percent discount AND a fixed list price – can you confirm whether that is the case? MMSGSGS cannot agree to fixed pricing on items for which a percent discount applies. List price can vary as MMSGSGS is not the manufacturer of items and cannot control cost of items.

Answer: We are asking for the current list price and the offered percentage off list. A strict percentage off does not always ensure best pricing. A 20% off a \$50 order is not the same as 25% off a \$90 order. We are not asking for the price to be frozen. We ask that the list price be a publicly published price and verifiable.

- B.** Would Brevard County be willing to accept a list price that is subject to change twice a year instead of annually?

Answer: Yes, if the price was published publicly.

- C.** Are there any parameters around price increases after the initial term?

Answer: The price must be published publicly. I should be able to go to your base website and verify the pricing.

- D.** Can you please confirm that Brevard County is requesting access to the entire vendor catalog?

Answer: Yes, we would need the vendor catalog access verified published pricing.

Question 11: Pg. 12, #1

- A.** Can you please explain what you mean by "Delivery must be made by company vehicle a minimum of once per week? MMSGGS would deliver goods whenever ordered, not a weekly basis and we regularly use third-party carriers such as UPS delivery.

Answer: We are asking that when orders are placed, they are delivered within seven days of the order being placed if product is available. We are open 8-4:30 M-F

- B.** Will Brevard County accept catalog discount proposals if there are items on this list that vendor does not carry?

Answer: If the vendor does not carry the item and it is not catalog, we would need some way to confirm list price of the item if being ordered through a different vendor. This should only be a few items on the list. We are not looking for a medical supply broker.

Question 12: Pg.12, #5 – The standard MMSGGS invoice does not include a list price and discount, is that a negotiable requirement?

Answer: We must have a way on the invoice to verify list price of the item and be able to see the discounted price. We would have to see the proposal and delivery method to allow us to confirm list price without searching the vendors catalog for current list.

Question 13: pg. 12, #6 – Will this representative be required to call weekly or is this a requirement to contact and support as needed?

Answer: Vendor will be contacted by our logistics. No need for weekly contact.

Question 14: pg. 12, #7 MMSGGS is subject to the same backorders and manufacture delays as other distributors and wouldn't want to promise guaranteed delivery within three business days, but I can confirm that our delivery estimate for stock items is 1-3 days, and we offer next-day delivery to 95 of the county with 98.8% order accuracy and a 94.4% fill rate. For the purposes of this contract, MMSGGS could utilize a distribution center located in Orlando, not far from the customers in this purchasing cooperative.

Answer: We cannot expect delivery of items that cannot be obtained. The delivery schedule provided here would be within the parameters of the current bid proposal.

Question 15: Pg. 13, #10 – What forms are being referred to here?

Answer: For expired or returned goods that are guaranteed or warrantee by the manufacture, and we are expected to return directly to a manufacture for credit, we would need those forms supplied to us. If the vendor will handle all expired and warranty returns to the manufacturer, then we would not need any forms and would hand the returns to the EMS supply vendor.

Question 16: Pg. 13, #12 – Do each of the participating agencies use the same online ordering system for Purchase Ordering or would we need to incorporate several different ordering systems? MMSGGS customers can order through an online platform called Supply Manager. Would the participating agencies want Supply Manager to be integrated into each ordering system or if not, can you please clarify what technology is required here?

Answer: We currently do not have a sharing entity with us. If one were to join, they would either have to meet our ordering system requirements, or they would have to negotiate something with the vendor for an ordering system.

Question 17: Pg. 15, #11 - If there are insurance requirements that Vendor may not be able to agree to (based on their internal policies) will Brevard County consider exceptions to insurance terms and conditions? MMSGGS does not accept the indemnification clause and offers the following language instead. Is the following revision acceptable?

1. MMSGGS agrees that it shall indemnify and hold the County of Brevard harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities ("Losses") incurred by the County of Brevard as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by McKesson's negligence or willful misconduct in the performance of MMSGGS's obligations under the Contract with the County of Brevard. This indemnity does not extend to any Losses arising out of, resulting from, or related to the County of Brevard's negligence or willful misconduct.
2. A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim,

but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement specifically apportioning fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim. that

Answer: The insurance requirements are acceptable

Question 18: On the silk screening, we would need to know an estimated quantity for line item 229, 230, & 231. Line 229. Safety International, Fanny Pack – Black, Screen printed with Brevard County Fire Rescue. Line 230. Safety International, Fanny Pack – Blue, Screen printed with Brevard County Fire Rescue. Line 231. Safety International, Fanny Pack - Red, Screen printed with Brevard County Fire Rescue

Answer: Line 229 – estimated Quantity 90
Line 230 – estimated Quantity 10
Line 231 – estimated Quantity 10

Question 19: Is it also possible to get a picture of the bag you are currently using?

Answer: The screen printing is the same on all of them, and the fanny packs themselves are the same, just the color is different.

Question 20: Can we get a copy of your artwork for the silk screen?

Answer: A photo of the artwork has been provided as an attachment

Question 21: I would like to request the below items be removed from the EMS Medical Supply bid for being exclusive items only available directly from the manufacturer; Line 238, Ultra intubation mini bag for handtevy boxes only; line 239 handtevy boxes only.

Answer: These items will be removed.

Question 22: How much quantity will the county place order per year, From Attachment A Supply List containing products or how many cases or each's will the county place order per year?

Answer: Yes, see attached revised supply list

Question 23: How many cases do you place order for gloves in a year?

Answer: Roughly 765 cases

Question 24: Please give detailed specification & Sizes, colors for item no. 212, 214, 215, 226, 227, 229, 230, 231, 238, 239, 272, 273 & 300.

Answer:

- 212 – Orange, size 72in L X 16in W X 1.75in D
- 214 – 72" long white dotted
- 215 - Item no longer used
- 226 – Aluminum frame with black straps
- 227 – Aluminum frame with black straps
- 229 - Black
- 230 - Blue
- 231 - Red
- 238 - Ultra Mini-Bag, 11.5in L x 5.5in W x 2in H, Royal Blue
- 239 – Pelican box yellow # 1550 - 18.4"L x 14"W x7.6"D
- 272 – Item no longer used
- 273 – Item no longer used
- 300 – Item no longer used

Question 25: For item no. 72 the description contains 7 ft. But the catalog shows 6 ft. which one is correct?

Answer: After verifying, 6 ft is correct.

Question 26: Section 57 of the solicitation seems to relate to emergency services on FEMA projects. Would the County consider removing section 57, given this is a procurement for supplies? We note that the solicitation otherwise includes delivery requirements specific to supplies (e.g., Section 7 on page 12).

Answer: Section 57 is unable to be removed as it is part of our general terms.

Question 27: General Conditions, Terms and Provisions, Sections 17 Indemnification, 18 Patents and Royalties, 20 Acceptance ,21 Safety Warranty and 22 Warranty Indemnification and Insurance Requirements, Indemnification - Since we are a distributor, not a manufacturer, in lieu of those terms will you accept the following?

"Contractor" will pass through to the County, and their employees, (hereinafter collectively referred to as the "Indemnitees"), at the time of sale, any transferable product warranties, indemnities and remedies provided to the "Contractor" by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, CONTRACTOR PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON."

Answer: Our language and terms will remain the same, however we will accept the language above.

Question 28: Insurance: Our company does not have Builders Risk Insurance. Will you remove "In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project."

Answer: The language does not need be removed from the bid document. Since this contract does not involve construction, per the underlying language, Builders Risk is not needed.

Question 29: For item no. 140, 141, 142, 143, 149 & 150 for those items, we couldn't get the exact manufacturer that you gave in the price sheet. Could you please specify the sizes for those items.

Answer:

- 140 – Large size 6.69" L x 7.5" W
- 141 – Large size 6.69" L x 6.69 W
- 142 – Standard OB Kit - 1) Pair of gloves, latex-free, large, (1) OB napkin, (2) OB towelettes, (2) Umbilical cord clamps, (1) Scalpel, disposable, (1) Apron, plastic, disposable, (1) Underpad, 17" x 24", (3) Towels, 13" x 19", (1) Drape sheet, 40" x 48", (1) Placenta bag, plastic, (1) Bulb syringe, 2oz, (8) Gauze sponges, 4" x 4", (2) Twist Ties
- 143 – size 30" x 30"
- 149 – 7.25" & Black
- 150 - Lightweight corrosion resistant aluminum barrel with knurled finish and approximately 5in L x 5/8in dia.

Question 30: Will Brevard County accept bids if the vendor can't provide each item on the list of supplies?

Answer: This would depend on the level of inability. If there are a few items, we could find another source. Substitution is an option but must be approved by the office of EMS before it is authorized. Please see verbiage below from pg. 12 section 2 on the scope of services located in the bid advertisement.

- Unless otherwise noted, the brands and part numbers listed are the desired product. Literature must be provided with your bid for all substitute items to include manufacturer, part number, and detailed specification of the product. Failure to provide this literature for any substitute items may result in rejection of your bid. Brevard County reserves the right to request a sample of the substitute product(s) to aid in determining whether the substitute is acceptable. Acceptance of substitute items will be determined by Brevard County.

Attachments to be included in Addendum:

Revised Supply bid list

Photo of Fanny Pack

Attachment B- Byrd Anti-Lobbying Amendment Certification – As indicated in the Contractor's checklist

Attachment C-FEMA Contract Requirements – As indicated in the Contractor's checklist

Please note that the bid opening date and time has changed to Wednesday, August 16, 2023 @ 11:00AM

All other terms and conditions remain unchanged.

Sincerely,

A handwritten signature in black ink that reads "Sherry Collett". The script is cursive and fluid.

Sherry Collett
Procurement Supervisor

END OF ADDENDUM 2

B7-23-56/EMS Medical Supplies

Revised

Lot 1	ITEMS	UOM	Manufacturer	Notes	Annual Purchase
1	Safety Angio Cath 14ga 3.25"	Bx/50	Braun-Introcan	382268 - <i>Product no longer used - Delete</i>	N/A
2	Safety Angio Cath 14 ga - 1-1/4" (1.16mm) - Straight, FEP	Bx/50	Braun-Introcan	4251890-02 - Orange	4 Boxes
3	Safety Angio Cath 16ga - 1 1/4" -Straight, FEP	Bx/50	Braun-Introcan	4252586-02 - Gray	6 Boxes
4	Safety Angio Cath 18ga - 1 1/4" -Straight, FEP	Bx/50	Braun-Introcan	4252560-02 - Green	332 Boxes
5	Safety Angio Cath 20ga - 1 1/4" - Straight, FEP	Bx/50	Braun-Introcan	4252535-02 - Pink	424 boxes
6	Safety Angio Cath 22ga - 1" - Straight, FEP	Bx/50	Braun-Introcan	4252519-02 - Blue	44 Boxes
7	Safety Angio Cath 24ga - 3/4" - Straight, FEP	Bx/50	Braun-Introcan	4252500-02 - Yellow	8 Boxes
8	Jamshidi Needle Interosseous	Bx/10	Becton Dickinson	DIN1518X - 18ga x 1 1/2", Adjustable Depth Spacer	2 Boxes
9	Needle, Hypodermic 18ga x 1"	Bx/100	Braun Medical	11818 - Tri-Bevel Hypodermic Needle	44 Boxes
10	Prepierced Needleless Injection Set (J-loop)	Bx/50	Medsource Int'l	# 83916 - IV Extension Set, Rotary Male Luer Lock, Roberts Clamp, Priming Vol. 2mL, 6in Long	119 Cases
11	Tegaderm - Transparent IV Dressing Small 2-3/8" x 2-3/4"	Bx/100	Curaplex	661469MS	280 Boxes
12	Dial-a-Flo	Bx/48	ICU Medical	11742- MacroBore Extension Set, 3mL, 18in Nominal Length	1 Box
13	Metriset Burette 60 drops/ml	Each	Braun	G0728 - Mini-Drop Administration Set, 87" L	37 Each
14	Syringe 1ml w/25ga x 5/8" needle	Bx/100	Excel	26044 - Luer Lock Tip	28 Boxes
15	Syringe 3ml w/22ga x 1 1/2" needle	Bx/100	Excel	26104 - Luer Lock Tip	50 Boxes
16	Syringe 5ml Luer tip	Bx/100	Braun Medical	05305 - Luer Lock Tip w/o needle	10 Boxes
17	Syringe 10ml Luer tip	Bx/100	Braun Medical	10010 - Luer Lock Tip w/o needle	22 Boxes
18	Syringe 20ml Luer Tip	Bx/100	Braun Medical	20720- Luer Lock Tip w/o needle	6 Boxes
19	Syringe 35ml Luer Tip	Bx/30	Excel	29030 -Luer Lock Tip - general purpose syringe w/cap	6 Boxes
20	Syringe 50ml Luer Tip	Bx/20	Excel	26300 - <i>Product no longer used - Delete</i>	N/A
21	Curaplex® Infu-Stat™ Pressure Infuser, 1000mL	Cs/25	Curaplex	Infu-Stat gauge incorporates a pressure release at 325mm/hg Disposable - #350310	11 Cases
22	Sharps 1qt	Cs/100	Med Plus Services USA	2989000 -6.25in H X 4.5in W X 4.25in D	10 Cases
23	Sharps 8qt./2 gal. (8704)	Cs/24	Med Plus Services USA	99019	6 Cases
24	Sharps 5.4 qt wall safe container	Cs/24	Medegen Medical	87085	4 Cases
25	Sharps small lock cap 4.8 qt 7.75x10.25x6	Cs/12	Medegen Medical	184R (P/N 34-575-01) - Jug style	4 cases
26	Disposable Padded IV Arm Board 3"x9"	BX/100	Dick Medical Supply	91350 - (not cardboard splint) - Vinyl	1 Box
27	Disposable Padded IV Arm Board 3"x18"	Each	Medipak	<i>Product is no longer used - Delete</i>	N/A
28	Alcohol Preps	Bx/200	Curaplex	85300	380 Boxes
29	Tourniquet 1" x 18" Nitrile, non latex-blue	Cs/500	Curaplex	14000	25 Cases
30	IV tray - small	Each	Health Care Logistics	117-8795 or 5227	2 Each
31	Needle Filter 18 Gauge x 1.5" -5 Micron Filter"	Bx/100	Becton Dickinson	625117	12 Boxes
32	Sharps, mail box styl lid-5 qt red	20/cs	Covidien	5810-8513	4 cases
33	Huber Infusion Needle, surecan, 20 GA x 3/4 in, 6 in, Femail luer connector, LF 25/BX	25/bx	Barc Access Sustems	<i>Product is no longer used - Delete</i>	N/A
34	Bandage 1" x 3"	Bx/50	Med Plus Services USA	Must be cloth bandage	330 Boxes
35	Large Digit Bandage 2" x 2.5"	Bx/50	Med Plus Services USA	Must be cloth bandage	14 Boxes
36	Bandage, Large Patch 2" x 3.75"	Bx/50	Med Plus Services USA	Must be cloth bandage	47 Boxes
37	Bandage, Knuckle 1.5 X 3"	Bx/100	Med Plus Services USA	Must be cloth bandage	13 Boxes
38	4X4 Sterile 2/pk	cs/12	Curaplex	12102- 12 boxes of 100 each	168 Boxes
39	Unsterile 4x4 12 Ply	cs/20	Dynarex	3242BG - 20 bags of 200 each	29 Cases
40	Multi-trauma Dressing 10"x30"	Cs/50	Medline Industries	Multi-Trauma Abdominal Pads, Sterile, # 21459EA	8 Cases
41	Oval Eye Pads	Bx/50	Dukal	80841	1 Box
42	Metal Eye Cover - Aluminim	Bx/12	Graham-Field Health Products	81258	2 Boxes
43	Combi ABD Pad (Surgi-pad) 8"x7.5"	Cs/360	Dynarex	8426	4 Cases

B7-23-56/EMS Medical Supplies
Revised

44	Burn Sheet 60x96	Cs/50	Curaplex	30061MS, - Non-woven fiber, Latex free	1 Case
45	Petroleum Gauze/Vaseline, Box/50	Cs/200	Med Plus Services USA	413605	6 Cases
46	Non-sterile, Kling 4"	Cs/96	Dynarex	3104	39 Cases
47	Non-sterile, Kling 2"	Cs/96	Dukal	8517	27 Cases
48	Triangular Bandage	Bx/12	Dynarex	3672 - 40" x 40" x 50"	40 Boxes
49	Tape 1" Transpore	Bx/12	Hermitage/3M		120 Boxes
50	Tape 2" Cloth	cs/72	3M		N/A
51	Oral Airway 110mm	Each	Berman		89 Each
52	Oral Airway 100mm	Each	Berman		104 Each
53	Oral Airway 90mm	Each	Berman		92 Each
54	Oral Airway 80mm	Each	Berman		64 Each
55	Oral Airway 60mm	Each	Berman		25 Each
56	Oral Airway 40mm	Each	Berman		42 Each
57	Naso Airway 12 Fr	Bx/10	Teleflex Medi	al Airway, 60mm x 12fr	59 Boxes
58	Naso Airway 14 Fr	Bx/10	Curaplex		65 Boxes
59	Naso Airway 16 Fr	Bx/10	Curaplex		60 boxes
60	Naso Airway 18 Fr	Bx/10	Curaplex		67 Boxes
61	Naso Airway 20 Fr	Bx/10	Curaplex		86 Boxes
62	Naso Airway 22 Fr	Bx/10	Curaplex		76 Boxes
63	Naso Airway 24 Fr	Bx/10	Curaplex		80 Boxes
64	Naso Airway 26 Fr	Bx/10	Curaplex		99 Boxes
65	Naso Airway 28 Fr	Bx/10	Curaplex		97 Boxes
66	Naso Airway 30 Fr	Bx/10	Curaplex		78 Boxes
67	Suction Cath 6 Fr	Bx/50	Curaplex		4 Boxes
68	Suction Cath 12 Fr	Bx/50	Curaplex		2 Boxes
69	Suction Cath 14 Fr	Bx/50	Curaplex		3 Boxes
70	Suction Cath Yaunker	Each	SSCOR, Inc		685 Each
71	Meconium Aspirator	cs/40	Neo Tech		1 Case
72	1/4" Suction Tubing, 6ft	Bx/50	Amsino		12 Boxes
73	Amsure® Ear/Ulcer Bulb Syringe, 2oz, Non-sterile	Each	Amsino		35 Each
74	Disposable Suction Canister - 1200cc	Cs/48	Curaplex	11200	10 Cases
75	Ambu Adult SPUR II Bag Reservoir, Adult Med. Mask, Peep Valve, Sampling Line 12/CS	Cs/12	Ambu	2442-10015	72 case
76	Spur® II Infant BVM with Bag Reservoir, Infant Mask, PediCap CO2 Detector	Cs/6	Ambu	065-540212000EA	7 Case
77	Spur® II Pediatric BVM with Bag Reservoir, Toddler Mask, CO2 Detector	Cs/6	Ambu	2442-53213	6 Cases
78	ACE STAT-Check CO2 detector	Cs/10	Ventlab Corp	Product is no longer used - Delete	N/A
79	ET Tube 2.0 Uncuffed	Bx/10	Curaplex	Without Stylette	3 Boxes
80	ET Tube 2.5 Uncuffed	Bx/10	Curaplex	Without Stylette	4 Boxes
81	ET Tube 3.0 Uncuffed	Bx/10	Curaplex	Without Stylette	7 Boxes
82	ET Tube 3.5 Uncuffed	Bx/10	Curaplex	Without Stylette	6 Boxes
83	ET Tube 4.0 Uncuffed	Bx/10	Curaplex	Without Stylette	5 Boxes
84	ET Tube 4.5 Uncuffed	Bx/10	Curaplex	Without Stylette	6 Boxes
85	ET Tube 5.0 Uncuffed	Bx/10	Curaplex	Without Stylette	3 Boxes
86	ET Tube 5.0 Cuffed	Bx/10	Curaplex	Without Stylette	4 Boxes
87	ET Tube 5.5 Cuffed	Bx/10	Curaplex	Without Stylette	6 Boxes
88	ET Tube 6 Cuffed	Bx/10	Curaplex	Without Stylette	11 Boxes
89	ET Tube 7 Cuffed	Bx/10	Curaplex	Without Stylette	34 Boxes

No new excel
for pricing.
Left a message
for Heather @
Brevard

B7-23-56/EMS Medical Supplies
Revised

90	ET Tube 8 Cuffed	Bx/10	Curaplex	Without Stylette	39 Boxes
91	Mucosal Atomization Device - Dart w/o Syringe	Bx/25	Curaplex	20300	50 Boxes
92	ET Holder Adult	Each	Laerdahl	600-20000	169 Each
93	ET Holder Ped	Each	Laerdahl	600-10000	34 Each
94	Laryngoscope Handle Med	Each	Curaplex	13510 - Metal Non-fiber	10 Each
95	Laryngoscope Handle Sm	Each	Teleflex Medical	028620 - Metal Non-fiber	10 Each
96	Laryngoscope Lamp Sm	Pk/5	Sunmed	B902	5 Packs
97	Laryngoscope Lamp Large	Pk/5	Sunmed	B901	5 Packs
98	Lubricating Jelly Foil Packet, 2.7g	Cs/12bx	Dynarex	27000	3 Cases
99	Laryngoscope Blade Miller 0	Each	Medsource Int'l	MS-001MIB0	4 Each
100	Laryngoscope Blade Miller 1	Each	Medsource Int'l	MS-001MIB1	4 Each
101	Laryngoscope Blade Miller 2	Each	Medsource Int'l	MS-001MIB2	4 Each
102	Laryngoscope Blade Miller 3	Each	Medsource Int'l	MS-001MIB3	4 Each
103	Laryngoscope Blade Miller 4	Each	Medsource Int'l	MS-001MIB4	4 Each
104	Laryngoscope Blade Mac 0	Each	Surgical Design	7886	4 Each
105	Laryngoscope Blade Mac 1	Each	Medsource Int'l	MS-001MAB1	4 Each
106	Laryngoscope Blade Mac 2	Each	Medsource Int'l	MS-001MAB2	4 Each
107	Laryngoscope Blade Mac 3	Each	Medsource Int'l	MS-001MAB3	4 Each
108	Laryngoscope Blade Mac 4	Each	Medsource Int'l	MS-001MAB4	4 Each
109	Magill Forceps Adult	Each	Zulco International	400008	6 Each
110	Magill Forceps Child	Each	Zulco International	400007	13 Each
111	Medicut™ Scalpel, Size 11	Bx/10	Dynarex	4111	7 Boxes
112	Bite Stick - Orange	Pg/10	EMI	One piece, Non-toxic, Unbreakable, Sanitary bag packaging	3 Packs
113	Adult Nasal Cannula	Cs/50	Sunmed	14645 - Curved, Non-Flare, Adult	59 Cases
114	Smart CapnoLine® Plus, Oral-Nasal, Male Connector, Adult/Intermediate	Cs/100	MEDTRONIC (COVIDIEN)	177653	125 Cases
115	Oxygen Connecting Tubing, 7ft L, 3/16in ID	cs/50	Curaplex	3007	15 Cases
116	Adult Total Non-rebreather Oxygen Mask, High Concentration, Elongated Adult	Cs/50	Curaplex	25060EA	68 Cases
117	Angiocath™ FEP Polymer Peripheral Venous IV Catheter, 14ga x 3.25in L, Orange	Cs/50	BECTON DICKINSON	Decompression Needle	2 Cases
118	Select Nebulizer, Small-Volume, Hand-held, T-Piece, Mouthpiece, Flextube, 7ft Tubing	Cs/50	Curaplex	# 301-200EA - Nebulizer must be complete kit w/T piece	18 Cases
119	Aerosol Mask	Cs/50	Sunmed	2110	18 Cases
120	Pedi Oxygen Mask, High Concentration Total Non-rebreather, 7ft Tube Length, Fits-All Connector, Pediatric	cs/50	Sunmed	22026	5 Cases
121	Total Non-rebreather Oxygen Mask, Elongated Infant	cs/50	Curaplex	2300	3 Cases
122	Curaplex® Nasal Cannula, Pediatric	cs/50	Curaplex	30056	1 Case
123	Softies® Over-The-Ear Nasal Cannula, Infant	cs/50	ALLIED HEALTHCARE PRODUCTS INC.	A859100	5 Cases
124	Gasket Regulator Washer, Brass/Viton	Pk/50	MERET	10868	1 Pack
125	Nipple and Nut Adaptor, Green (Christmas Tree)	cs/50	MEDLINE INDUSTRIES, INC.	020634	1 Case
126	Cylinder Wrench, Black, Plastic	Pk/25	MES, INC.	385083	2 Packs
127	Portable O2 Regulator CGA 870 Standard, 0 to 25lpm, with Hose Barb and 2 DISS	Each	GENSTAR TECHNOLOGIES CO, INC	14663	42 Each
128	Main O2 Regulator	Each	Flowtec	RR510-600	5 Each
129	FlowMeter, O2, 0-15LPM, 50PSI, OHMED	Each	Precision	1MFA1005PT0	5 Each
130	Ohmeda® Vacuum Quick Connect, 1/4in Hose Barb	Each	PRECISION MEDICAL INC.	2311	6 Each
131	QC Coupler, Oxygen, Ohio and DISS Female	Each	Western	OR201-6	6 Each
132	O2 Yoke	Each	BAY CORPORATION	Replacement Swivel Yoke, 0.25 NPT Male Thread	4 Each

B7-23-56/EMS Medical Supplies

Revised

133	BP Cuff Infant - Manual	Each	Curaplex	36010	10 Each
134	BP Cuff Pedi - Manual	Each	Curaplex	36011	14 Each
135	BP Cuff Adult - Manual	Each	Curaplex	36012	46 Each
136	BP Cuff Lrg Adult - Manual	Each	Curaplex	36014	37 Each
137	Stethoscope, dual head stainless steel adult/pediatric	Each	MDF Instruments	MDF777 flexible on color	66 Each
138	Ammonia Inhalants	Bx/10	Medi-first	<i>Product is no longer used - Delete</i>	N/A
139	Emesis Bags	Pk/25	Curaplex	Emesis Bags Cardboard Rim, 1000cc, Clear	218 Packs
140	Hot Pack, Large, 6.69in L x 7.5in W	Cs/50	Curaplex	67000	19 Cases
141	Cold Pack, Medium, 6.69in L x 6.69in W	Cs/50	Curaplex	66000	47 Cases
142	Obstetrical Kit, Sealed Standard - # 4440010	Each	Curaplex	1) Pair of gloves, latex-free, large, (1) OB napkin, (2) OB towelettes, (2) Umbilical cord clamps, (1) Scalpel, disposable, (1) Apron, plastic, disposable, (1) Underpad, 17" x 24", (3) Towels, 13" x 19", (1) Drape sheet, 40" x 48", (1) Placenta bag, plastic, (1) Bulb syringe, 2oz, (8) Gauze sponges, 4" x 4", (2) Twist Ties	59 Each
143	Foil Baby Bunting, Sterile	Cs/24	HEALTHSMART INTERNATIONAL	40-06	1 Case
144	Pen Light Disposable	pk/6	Curaplex	2762- 5in L and 1/2in Diameter	40 Packs
145	ComfortMed Disposable Pillow	Cs/12	MEDLINE INDUSTRIES, INC.	White, 24in L x 18in W	1 Case
146	3-Piece Linen Set, Heavy Duty	Cs/25	MEDSOURCE INTERNATIONAL	(pillowcase, flat & fitted sheet)	1 Case
147	Disposable Pillow case 21x30	Cs/100	Curaplex	Size 22 x 30	1 Case
148	Combat Tourniquet 1.5" wide Orange	Each	Tactical Medical Solutions	<i>Product is no longer used - Delete</i>	N/A
149	Curaplex® Paramedic Shears,	Cs/200	Curaplex	05524- 7.25in, Black	4 Cases
150	Window Punch, Aluminum Barrel, Center	Each	EMI	Q89072	62 Each
151	Super Sanicloth 160 wipes/cn	Bx/12	Nipro	<i>Product is no longer used - Delete</i>	N/A
152	Triage Tag, Airport Style	Pk/25	METTAG	American Civil Defense	2 Packs
153	Ring Cutter, Chrome Handle, Heavy Duty	Each	MAGNUM MEDICAL, INC.	400010	11 Each
154	Emergency Blanket 54"x 80" yellow, impervious	50/cs	Dukal	7303 (Must be size & type specified)	1 Case
155	Apex gloves Small	Cs/10	Apex	<i>Product is no longer used - Delete</i>	N/A
156	Apex gloves Medium	Cs/10	Apex	<i>Product is no longer used - Delete</i>	N/A
157	Apex gloves Large	Cs/10	Apex	<i>Product is no longer used - Delete</i>	N/A
158	Apex gloves Xlarge	Cs/10	Apex	<i>Product is no longer used - Delete</i>	N/A
159	Apex gloves 2XL	Cs/10	Apex	<i>Product is no longer used - Delete</i>	N/A
160	FluidShield® Fog-Free Procedure Mask, Orange	Bx/40	O&M HALYARD, INC.	290418	10 Boxes
161	Impervious Film Gowns with Thumbhooks and Perforated Open Back, Blue, Universal	Cs/75	O&M HALYARD, INC.	69490EA	8 Cases
162	Vionex Skin Wipes	Bx/100	Metrex	<i>Product is no longer used - Delete</i>	N/A
163	N95 Mask Flat Fold -Universal	Bx/20	North Safety	7230N95 (mask must be "NIOSH" flat fold particulate)	12 Boxes
164	Purell Hand Sanitizer, 8oz. Pump	Cs/12	GOJO	<i>Product is no longer used - Delete</i>	N/A
165	Ambu medium electrodes, 25pk	cs/40	AMBU	Blue sensor R R-00-S/25	225 Cases
166	Shave Preparation Razor, Blue, disposable	Cs/100	MEDLINE INDUSTRIES, INC.	70837	8 Cases
167	ECG Chart Paper, Thermal, Red Grid, 108mm, for Lifepak 15	1 Roll Each	Curaplex	10108	930 Rolls
168	Curaplex Select Defib Pads, Physio Adult combo, Leads our direct Connect	10pr/cs	Curaplex	16242	100 Cases
169	Curaplex Select Multi-function Defib Pads, Physio Control Pediatric	10pr/cs	Physio-Control	16383	12 Cases
170	Adenosine, 3mg/mL, 2mL Vial	Each	HF ACQUISITION CO, LLC (HEALTHFIR	NDC# 51662-1201-1	510 Each
171	Ipratropium Bromide 0.5mg/mL and Albuterol 3mg/mL, 3mL Vial	30/bx	NEPHRON PHARMACEUTICALS CORPORATION	NDC# 0487-0201-01	88 Boxes
172	Amiodarone 150mg/3ml vial 50mg/ml	25/bx	Bionichepharma	NDC# 63323-0616-03	12 Boxes

B7-23-56/EMS Medical Supplies

Revised

173	Aspirin, Children's Chewable 81mg, 36s	Bottle	GERI-CARE	NDC# 0904-4040-73	210 Bottles
174	Cardizem (Diltiazem) 50mg/10ml 10ml vial	Bx/10	HIKMA PHARMACEUTICALS USA INC	NDC#: 0641-6014-10	42 Boxes
175	Dextrose Injection 50% 50ml Stickguard Prefilled Syringe	Each	PFIZER INC.	NDC# 0409-7517-16	680 Each
176	Dextrose Injection 10% 250mL saline-premix	Cs/ 36	braun	NDC# 0264-7520-20	12 Cases
177	Diazepam 5mg/mL, 2mL Luer Locking Carpuject, (Requires Carpuject Holder #D250)	Bx/10	PFIZER INC.	NDC# 0409-1273-32	10 Boxes
178	Diphenhydramine 50mg/1ml Vial (Benadryl)	Bx/25	ARMAS PHARMACEUTICALS, INC.	NDC# 72485-101-25	22 Boxes
179	Epinephrine, 0.1mg/mL (1:10,000), 10mL LifeShield™ Prefilled Syringe 1:1000 (1mg/ml) 1ml Ampule	Bx/10	PFIZER INC.	NDC#0409-4933-01	203 Boxes
180	Epinephrine 1mg/mL, 1mL Ampule	Bx/10	BPI LABS, LLC	NDC#: 54288-103-10	210 Boxes
181	Amidate™ (Etomidate), 2mg/mL, 10mL Vial	Bx/10	PFIZER INC.	NDC# 0409-6695-01	60 Boxes
182	Fentanyl 0.05mg/ml 5ml vial - 6028-25	25/bx	HIKMA PHARMACEUTICALS USA INC	NDC# 0641-6028-25	30 Boxes
183	Glucagen Kit 1mg, powder/diluent	Each	FRESENIUS	NDC# 63323-0593-03	130 Each
184	Transcend™ Glucose Gel, 15g, Strawberry Flavor,	15/PK	LIFE NUTRITION, LLC	1 oz squeezable pouch	50 Packs
185	Hydrogen Peroxide 3%, 16oz	Bx/12	MED PLUS SERVICES USA	Bottles	30 Boxes
186	Povidone-Iodine swabsticks	Bx/50	Dynarex	NDC# 67777-130-01	6 Boxes
187	Ketamine HCL injection 10ML 50mg/ML	Bx/10	HIKMA PHARMACEUTICALS USA INC	NDC# 0143-9508-10	21 Boxes
188	Lactated Ringers, 1,000mL	Cs/12	Hospira	Product is no longer used - Delete	N/A
189	Lidocaine HCl 2%, 20mg/mL, 5mL LifeShield® Abboject® Syringe with Male Luer Lock Adapter (20G Protected Needle)	Bx/10	PFIZER INC.	NDC# 0409-4903-34	33 Boxes
190	Magnesium Sulfate 50%, 500mg/mL, 2mL Vial	Each	FRESENIUS	NDC# 63323-064-03	14 Each
191	Solu-Medrol® 125mg/mL, 2mL Act-O-Vial® System	Bx/25	PFIZER INC.	NDC#0009-0047-22	41 Boxes
192	Metoprolol Tartrate 5mg/5ml Ampule (Lopressor)	Each	Hospira	Product is no longer used - Delete	N/A
193	Midazolam 5mg/mL, 2mL vial 25s (versed)	Bx/25	PFIZER INC.	NDC# 0409-2308-02	66 Boxes
194	Morphine Sulphate 10mg/ml 1ml vial 25s	Bx/25	Elkins-Sinn	NDC# 10019-178-44	6 Boxes
195	Narcan 1mg/mL, 2mL Luer-Jet™ Luer-Lock Prefilled Syringe	cs/10	IMS	NDC# 76329-3369-1	280 Cases
196	Nitro Tabs 0.4mg (25 tabs/bottle)	Bx/4	Nitrostat	NDC# 0071-0418-13	40 Boxes
197	Norepinephrine, 1mg/mL, 4mL Ampule	bx/10	BAXTER HEALTHCARE PHARM DIVISIO	NDC# 360000-16210	29 Boxes
198	Ondansetron, 2mg/mL, 2mL Vial (Zofran)	Bx/25	Hospira	NDC# 60505-6130-05	71 Boxes
199	Sodium Bicarbonate 8.4% Prefilled Syringe 50ml	Each	IMS	NDC# 76329-3352-1	510 Each
200	Sodium Chloride 0.9% Irrigation 500ml	Cs/18	Baxter	NDC#0338-0048-03	18 Cases
201	Sodium Chloride 0.9% 1000ml IV	cs/12	Braun	NDC# 0264-7800-09	875 Cases
202	Sodium Chloride 0.9%, 250mL EXCEL® IV Container	Cs/36	Braun	NDC# 0264-7800-20	69 Cases
203	Sodium Chloride 0.9% Prefilled syringes, 10ML fill	Cs/240	AMSINO INTERNATIONAL, INC.		102 Cases
204	Sodium Chloride 0.9% 100mL IV	Cs/ 96	Baxter	NDC# 00338-0049-48	4 Cases
205	Succinylcholine (Quelcin) 200mg/10ml	Bx/10	PFIZER INC.	NDC# 0409-6629-02	62 Boxes
206	Tranexamic Acid, 100mg/mL, 10mL vial	Bx/10	Nexus Pharmaceuticals	NDC# 14789-500	31 Boxes
207	Mini Perfit ACE® Extrication Collar, Pediatric, Yellow/Light Grey	Bx/30	Ambu	260280	1 Case
208	Perfit ACE® Extrication Collar, Adult, White/Light Grey	Bx/30	Ambu	260281	67 Cases
209	Stretchers Straps, 5 ft	Each	Morrison	Product is no longer used - Delete	N/A
210	Restraint Straps, 7ft, Metal Push Button, Loop Ends	Each	DICK MEDICAL SUPPLY	17202	79 Each
211	Stretchers 3-Points Straps	Each	Morrison	Product is no longer used - Delete	N/A
212	Backboard with Pins - "Orange"	Each	Iron Duck	Iron Duck Base Board w/pins #7819OR	12 Each
213	Backboard Straps, Quick-clip # - 51615B4	4/pkg	Curaplex	5' disposal strap w/speed clip & plastic buckle (Must be packaged in sets of 4)	1362 Packs
214	Lift/Gait Belt with metal buckle- Prestige 72"	Each	Prestige Medical	11275 - Dotted White	47 Each
215	Oxygen Bottle/Stretchers Strap	Each	Health-tech	Product is no longer used - Delete	N/A
216	Economy Limb Restraint w/ D Rings, Pair	Cs/48pr	DICK MEDICAL SUPPLY	501110 - Disposal	6 Cases
217	Head Immobilizer	Cs/50	iTech Mfg	Product is no longer used - Delete	N/A

B7-23-56/EMS Medical Supplies

Revised

218	Head Immobilizer, Adult, incl Head and Chin Straps	Cs/20	Curaplex	3141-91010	75 Cases
219	Patient Transporter Plus Megamover 1900 lbs	Cs/10	Curaplex	95204 - Disposable 40" x 80"	140 Cases
220	Full On Xtremity™ Cardboard Fox Splint, 12in	Cs/30	COMPLIANCE MEDICAL MFG., INC.	504-12	2 Cases
221	Full On Xtremity™ Cardboard Fox Splint, 18in	Cs/25	COMPLIANCE MEDICAL MFG., INC.	505-18	1 Case
222	Full On Xtremity™ Cardboard Fox Splint, 24in	Cs/24	COMPLIANCE MEDICAL MFG., INC.	506-24	1 Case
223	Pro-Splints Adult kit	Set	MedSpec	Prosplint extremity kit: small leg, large leg, small arm, large arm, wrist forearm, combo splint and case	26 Each
224	Pro-Splints Pediatric	Set	MedSpec	5800-504	32 Each
225	Kendrick Extraction Device	Each	Ferno	Model # 125	4 Each
226	Traction Splint Adult, Aluminum	Each	Curaplex	#95001 with 4 black leg straps & adjustable ankle strap	12 Each
227	Traction Splint Pediatric, Aluminum	Each	Curaplex	#95002 with 4 black leg straps & adjustable ankle strap	5 Each
228	X-ray Translucent Break-Apart Stretcher, 63-1/2 to 78in L x 18in W - Scoop stretcher	Each	MEDSOURCE INTERNATIONAL	12419- yellow	4 Each
229	EmI Fanny Pack - Black	Each	Curaplex	G366729 - Screen printed with Brevard County Fire Rescue	50 Each
230	EMI Fanny Pack - Blue	Each	Curaplex	Screen printed with Brevard County Fire Rescue or Ocean Rescue	30 Each
231	EMI Fanny Pack-Red	Each	Curaplex	G366730 - Screen printed with Brevard County Fire Rescue	50 Each
232	Bag, Blue Trauma (21.5x13.5x10)	Each	Pro Pac 68200RY	3 outside pockets, moveable inside dividers	8 Each
233	Intubation kit bag, Padded, zipper brief case style	Each	Medsource Int'l	MS-B3351	8 Each
234	Bag Orange 02, Cordura 27" L	Each	Safety International	<i>Product is no longer used - Delete</i>	N/A
235	Hook and Loop Drug Insert- ALS lid insert	Each	SAFETY INTERNATIONAL	G36631	4 Each
236	Extraction Collar Carry Case, Royal Blue	Each	Curaplex	Dimensions: 24.5in x 10in x 5in	36 Each
237	Case, Pelican 1550EMS, Orange with EMS organizer/dividers ID: 18.4"L x 14"W x 7.6"D	Each	Pelican	1550 Orange	4 Each
238	Ultra Intubation Mini Bag-for handtevy boxes only	Each	Ferno Washington	Ultra Mini-Bag, 11.5in L x 5.5in W x 2in H, Royal Blue	3 Each
239	Handtevy box ID: 18.4"L x 14"W x 7.6"D	Each	Pelican	1550 Yellow - No foam	4 Each
240	Assure® Lance Safety Lancet, Dark Green, 21ga x 1.8mm D	Bx/100	ARKRAY USA, INC.	must provide sample	165 Boxes
241	Assure® Prism Multi Blood Glucose Test Strips	Bx/50	ARKRAY USA, INC.	53050	685 Boxes
242	Assure® Prism Multi Control Solution -	Box	ARKRAY USA, INC.	53060 - 1 bottle of ea/bx	15 Boxes
243	Assure® Prism Multi Blood Glucose Monitoring System	Each	Assure Prism	53010	30 Each
244	Assure® Prism Platinum Glucometer Carrying Case	Each	Assure Prism	26001	10 Each
245	Select III IV Set Needleless Set	Cs/48	Biomedix ONLY	B30-102	231 Cases
246	Multi Lumen cath 20/22ga	Each	Teleflex Medical	IV-01100	26 Each
247	Multi Lumen cath 18/20ga	Each	Teleflex Medical	IV-01150	17 Each
248	O2MAX BiTrac ED mask w/nebulizer, adult med CPAP	cs/10	O2 MAX	313-7556XN	29 Each
249	Pedi-Immobilizer	Each	QuadMed	<i>Product is no longer used - Delete</i>	N/A
250	Braun Thermoscan® Dual Scale Ear Thermometer, Large/Two-box Cradle, 68 to 108°F (20 to 42.2°C) *Non-Returnable*	Each	WelchAllyn Braun	Pro 6000 - # 14602	14 Each
251	Disposable Probe Covers, For ThermoScan PRO 6000 Ear Thermometer	Bx/200	WelchAllyn Braun	# 14605	80 Boxes
252	King Airway Supraglottic LTSD Size 3 Yellow	bx/5	King Airways	<i>Product is no longer used - Delete</i>	N/A
253	King Airway Supraglottic LTSD Size 4 Red	bx/5	King Airways	<i>Product is no longer used - Delete</i>	N/A
254	King Airway Supraglottic LTSD Size 5 Purple	bx/5	King Airways	<i>Product is no longer used - Delete</i>	N/A
255	King Airway Supraglottic LT-D Size 2.5 Orange	bx/5	King Airways	<i>Product is no longer used - Delete</i>	N/A
256	King Airway Supraglottic LT-D Size 2 Green	bx/5	King Airways	<i>Product is no longer used - Delete</i>	N/A
257	SSCOR III Suction Unit	Each	SSCORT	74000	6 Each
258	Sscor III suction battery	Each	SSCORT	for SSCOR III suction unit	21 Each
259	120V AC Fixed Volt charger for SSCOR Suction Unit	Each	SSCORT	for SSCOR III suction unit	10 each
260	Bag Trauma Jr - Blue	Each	Safety International	<i>Product is no longer used - Delete</i>	N/A

B7-23-56/EMS Medical Supplies

Revised

261	Bag Pediatric/Broselow w/ pouches Red	Each	Code 1 Pedi bag	<i>Product is no longer used - Delete</i>	N/A
262	Universal Safety glasses-OSHA bloodborne compliant	bx/50	Clear Choice preassembled	<i>Product is no longer used - Delete</i>	N/A
263	Pre-made Adult cric kit	Each	QuadMed	Must contain -iodine swab,scalpel, #6 ET tube, 10mL syringe, unsterile 4x4, roll of 1" tape	30 Each
264	Pre-made Pediatric cric kit	Each	QuadMed	Must contain -iodine swab,14 ga 1.25" safety cath, 6mL syringe, 15mm tube adapter (#3 ET tube), roll of 1" tape	25 Each
265	Amidate, 40mg, 20ml LifeShield Prefilled Syringe	Each	Hospice Worldwide	<i>Product is no longer used - Delete</i>	N/A
266	Amidate, 40mg, 20ml vial	Each	Hospice Worldwide	<i>Product is no longer used - Delete</i>	N/A
267	Tetracaine .05, 15ml bottle	Each	Cardinal Health	<i>Product is no longer used - Delete</i>	N/A
268	Optimum EZ Strips	Box	Abbott	<i>Product is no longer used - Delete</i>	N/A
269	King Vision Channeled Blade	Each	Ambu, Inc.	<i>Product is no longer used - Delete</i>	N/A
270	King Vision Standard Blade	Each	Ambu, Inc.	<i>Product is no longer used - Delete</i>	N/A
271	Combat Application Tourniquet, Tactical Black	Each	North American Product	13022 - one handed tourniquet - windlass system	90 Each
272	Coban	Each	3M Medical	<i>Product is no longer used - Delete</i>	N/A
273	Comp Gauze	Each		<i>Product is no longer used - Delete</i>	N/A
274	Israeli Emergency Bandage, White, 6in	Each	SAFEGUARD MEDICAL	15888	15 Each
275	Sam Splint	Each	Sam Medical	<i>Product is no longer used - Delete</i>	N/A
276	SWAT Gloves Defender, 12"	Box	DIGITCARE Corp	<i>Product is no longer used - Delete</i>	N/A
277	CPAP Mask Small	Each	PULMODYNE	<i>Product is no longer used - Delete</i>	N/A
278	CPAP Mask Large	Each	PULMODYNE	<i>Product is no longer used - Delete</i>	N/A
279	Laryngoscope Handle Fiber Optic	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
280	Laryngoscope Handle Fiber Optic	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
281	Laryngoscope Fiber Optic Blade 1 Disposable Miller	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
282	Laryngoscope Fiber Optic Blade 2 Disposable Miller	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
283	Laryngoscope Fiber Optic Blade 3 Disposable Mac	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
284	Laryngoscope Fiber Optic Blade 4 Disposable Mac	Each	Green System	<i>Product is no longer used - Delete</i>	N/A
285	Ambu medium electrodes, 25pk	cs/40	AMBU	Blue sensor R R-00-S/25	Duplicate- Delete
286	Nellcor 4ft extension cable	Each	Covidien	<i>Product is no longer used - Delete</i>	N/A
287	Nellcor Reusable finger sensor	Each	Beta Bio Med	<i>Product is no longer used - Delete</i>	N/A
288	Nellcor Adult Disposable finger sensor	Each	Conmed	<i>Product is no longer used - Delete</i>	N/A
289	Nellcor Pedi Disposable finger sensor	Each	Conmed	<i>Product is no longer used - Delete</i>	N/A
290	Masimo SET LNCS-4 Patient Cable, 4 foot	Each	Masimo	<i>Product is no longer used - Delete</i>	N/A
291	Masimo SET LNCS Sensor, Reusable, Adult,	Each	Masimo	<i>Product is no longer used - Delete</i>	N/A
292	Masimo SET LNCS Disposable Sensors Adult	Each	Masimo	<i>Product is no longer used - Delete</i>	N/A
293	Masimo SET LNCS Disposable Sensors Pedi	Each	Masimo	<i>Product is no longer used - Delete</i>	N/A
294	Auto Pulse Life Band	Each	Auto Pulse	<i>Product is no longer used - Delete</i>	N/A
295	Auto Pulse Battery	Each	Auto Pulse	<i>Product is no longer used - Delete</i>	N/A
296	Adenosine 12 mg, 4 ml Luer Lock	Each	Sargent Pharmaceuticals	<i>Product is no longer used - Delete</i>	N/A
297	Atropine 1mg/10ml Prefilled Syringe	Bx/10	IMS	NDC# 76329-3340-1	20 Boxes
298	Calcium 1gm, 10ml Luer Jet Prefilled Syringe	Each	IMS	<i>Product is no longer used - Delete</i>	N/A
299	Nitro Spray 400mcg Spray, 8.5gm Bottle, 230 Metered Doses	Each	MIST Pharmaceuticals	<i>Product is no longer used - Delete</i>	N/A
300	Action Wipes, single packs	10/bx	Life Elements	<i>Product is no longer used - Delete</i>	N/A
New	ET Tube 6.0 Uncuffed	Bx/10	Curaplex	Without Stylette	3 Boxes
New	ET Tube 6.5 Uncuffed	Bx/10	Curaplex	Without Stylette	3 Boxes
New	Microstream™ Advance FilterLine® Set, Adult/Pediatric, 6.5ft	Cs/50	MEDTRONIC (COVIDIEN)	Adult/Pediatric CO2 sampling line & Airway adapter	10 Boxes
New	H*VENT Vented Chest Seals	Each	SAFEGUARD MEDICAL	Single Pack	61 Each
New	O2-RESQ™ Filter	Cs/10	PULMODYNE	O2 Res-Q filters CPAPs	5 Cases

B7-23-56/EMS Medical Supplies

Revised

New	CYANOKIT, 5g Hydroxocobalamin, Vial	Each	BTG INTERNATIONAL, INC.	NDC#: 50633-0310-11	6 Each
New	3-Way Stopcock	Cs/50	SMITHS MEDICAL ASD, INC.	With swivel male Luer lock.	4 Cases
New	Aquasonic® 100 Ultrasound Transmission Gel	Each	PARKER LABORATORIES, INC.	0.25 L Dispenser	15 Each
New	Curaplex, Triton Grip EP x2 Nitrile Gloves - small	Cs/10bx	Curaplex	47143	15 Cases
New	Curaplex, Triton Grip EP x2 Nitrile Gloves - Medium	Cs/10bx	Curaplex	47143	125 Cases
New	Curaplex, Triton Grip EP x2 Nitrile Gloves - Large	Cs/10bx	Curaplex	47143	435 Cases
New	Curaplex, Triton Grip EP x2 Nitrile Gloves - Xlarge	Cs/10bx	Curaplex	47143	140 Cases
New	Curaplex, Triton Grip EP x2 Nitrile Gloves - 2XL	Cs/10bx	Curaplex	47143	50 Cases
New	ProDefense™ Face Mask Level 2, 3-Ply, Earloops, Blue	Bx/50	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	87529	200 Boxes
New	Hand Tight Nut and Nipple, Vacuum (Suction), DISS 1220, 5/16in ID Hose Barb	Each	BAY CORPORATION	23108	8 Each
New	QuikClot® Combat Hemostatic Gauze®, 3in x 4yd Strip, Z-fold	Each	TELEFLEX LLC	G1284	70 Each
New	Inspiratory Filter, Bacterial/Viral Filter, 22mmOD/15mmID x 22mm	Cs/50	AMBU INC.	62160	1 Case
New	Regular Bevel Hypodermic Needle, 21G x 1in, Green Hub	Bx/100	EXEL INTERNATIONAL	11314	4 Boxes
New	Pedi Board with Case, 47.5in x 9.75in x 0.5in	Each	Curaplex	36111	18 Each
New	P.A.W.S.® Antimicrobial Hand Wipes, Canister, 160 count	Cs/12	SAFETEC OF AMERICA, INC.	F816606	10 Cases
New	Sample Port Elbow - capnography used w/Auto Vent	Cs/100	King systems	7000	4 Cases
New	Ambu® Disposable PEEP Valve, with 30mm Adaptor, 0 to 20cm Size	Cs/20	AMBU INC.	D4175	2 Cases
New	Replacement Blade for Ring Cutter # 400010	Pk/4	MAGNUM MEDICAL, INC.	400011	4 packs
New	G3 Breather Pack, Green	Each	STATPACKS, INC.	2522-00807	6 Each
New	G3 Oxygen Module Bag, Green - D or Jumbo-D cylinder	Each	STATPACKS, INC.	2522-03347 - 16.5in x 5.5in x 1.5in	6 Each
New	Omni™ Pro X, Infection Control Complete, Non-Ballistics, Red	Each	MERET	81016- size15in x 22in x 9.5in	2 Each
New	i-gel®O2 Resus Pack, Size 3, Small Adult	Each	INTERSURGICAL, INC.	87301	105 Each
New	i-gel®O2 Resus Pack, Size 4, Medium Adult	Each	INTERSURGICAL, INC.	87302	216 Each
New	i-gel®O2 Resus Pack, Size 5, Large Adult	Each	INTERSURGICAL, INC.	87303	177 Each
New	i-gel® Supraglottic Airway, Size 2, Small Pediatric	Each	INTERSURGICAL, INC.	8202	70 Each
New	i-gel® Supraglottic Airway, Size 2.5, Large Pediatric	Each	INTERSURGICAL, INC.	8225	65 Each
New	T-POD™ Trauma Pelvic Orthotic Device, Orange	Each	TELEFLEX LLC	TPODOR	24 Each
New	Curaplex® Intubation Stylette, 6fr	Bx/20	Curaplex	12996	2 Boxes
New	Curaplex® Intubation Stylette, 10fr	Bx/20	Curaplex	12997	2 Boxes
New	Curaplex® Intubation Stylette, 14fr	Bx/20	Curaplex	12998	2 Boxes
New	Bougie-To-Go™ ET Tube Introducer with Coude Tip, Adult, 15fr x 60cm	Bx/10	Sunmed	21282	60 Boxes
New	Bougie-To-Go™ Endotracheal Tube Introducer, Pediatric, Coude Tip	Bx/10	Sunmed	17010	5 Boxes
New	Curaplex® Suction Catheter, 6fr	Cs/50	Curaplex	36090	5 Cases
New	Curaplex® Suction Catheter, 12fr	Cs/50	Curaplex	36093	2 Cases
New	Curaplex® Suction Catheter, 14fr	Cs/50	Curaplex	36094	3 Cases
New	VENTILATION CIRCUIT VALVE W/12 IN CORRUGATED HOSE DISH	Cs/10	ALLIED HEALTHCARE PRODUCTS, INC.	530580	2 Cases
New	Droperidol, 2.5mg/mL, 2mL Vial	Bx/25	MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.	NDC#: 0517-9702-25	12 Boxes
New	Ondansetron, 4mg, 30 Orally Disintegrating Tablets	Bx/30	OTHER MANUFACTURER	NDC#: 65862-0390-10	12 Boxes
New	Rocuronium, 10mg/mL, 10mL Vial	Bx/10	PFIZER INC.	NDC#: 0409-9558-10	8 Boxes

ATTACHMENT B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name _____

Address _____

Telephone _____ Fax _____

Email Address _____

Name and Title of Authorized Signature _____

Authorized Signature _____

Attachment C

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. **Contract Work Hours and Safety Standards Act.**

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

- a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

- d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

2. Equal Employment Opportunity provisions:

During the performance of this contract, the Consultant/Contractor agrees as follows:

- a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is

consistent with the Consultant/Contractor's legal duty to furnish information.

- d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further

agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with the following on all contracts in excess of \$150,000:

a. Clean Air Act

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional office.

- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (1) The Consultant/Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding \$100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature

Date

Name and Title

7. Procurement of Recovered Materials:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

- a. Access to Records
 - (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018,

the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. DHS (Department of Homeland Security) Seal, Logo and Flags

The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. Compliance with Federal Law, Regulations and Executive Orders

The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

d. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.

e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)

If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. License and Delivery of Works Subject to Copyright and Data Rights

The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon

or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits

on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their

representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages

required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last

four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated

into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the

Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

- a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

- a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
 - (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
 - (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.
- b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However,

if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:

(i) Are not used as a substantial or essential component of any system; and

(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal

agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE
FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND
ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE ^{Applicable}
CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS,
LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Henry Schein, Inc

Address 135 Duryea Rd
Melville, NY 11747

Telephone 800-845-3550 Fax 800-533-4793

Email Address emsbids@henryschein.com

Name and Title of Authorized Signature Rob Herbert VP Enterprise
Operations

Authorized Signature 

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER \$100,000**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Henry Schein, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Henry Schein, Inc.

Address 135 Duryea Rd Melville, NY 11747

Telephone 800-845-3550 Fax 800-533-4793

Email

Address EMSBids@henryschein.com

Name and Title of Authorized Rob Herbert VP Enterprise Operations

Authorized Signature  762AF CB7DD1E4D4

**EMS Medical Supplies
B-7-23-56
August 8, 2023
Addendum 3**

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

ADDITIONAL INFORMATION:

The deadline for Final Questions on July 20, 2023 at 5:00pm holds. No further questions considered after this date and time.

Attachments to be included in Addendum:

Revised FINAL Supply list – Excel format

Please note that the bid opening date and time has changed to Tuesday, September 12, 2023 @ 11:00 am.

All other terms and conditions remain unchanged.

Sincerely,



Sherry Collett
Procurement Supervisor

End of Addendum 3