




## INTERNAL MEMO

**Date:** December 21, 2020 20M-277

**To:** Fire Chief Gregory Holness, Fire Rescue & Emergency Services  
Heather Mitchell, Director, Finance  
Dafne Perez, Director, Office of Management & Budget  
John Greene, Director, Risk Management Division  
Neesa Warlen, Director, Purchasing Administration

**From:** Camille Wallace, Assistant General Counsel  
Office of the General Counsel

**Subject:** Executed Agreement – Medline Industries, Inc. 

Enclosed please find an executed copy of the Agreement between the Broward Sheriff's Office and the following:

### Agreement Summary

**Party:** Medline Industries, Inc.

**Purpose:** To perform services in utilizing its expertise in pharmaceutical services pursuant to the Solicitation as identified in Exhibit "A" attached hereto and incorporated herein.

**Term:** October 1, 2020, nunc pro tunc, and shall continue in full force and effect until September 30, 2023 unless extended in writing by both parties upon mutually acceptable terms and conditions or terminated in accordance with Section XX of this Agreement.

*Note: This Agreement may be renewed for two (2) one-year (1) option periods at the discretion of the Sheriff and upon the same terms and conditions herein.*

**Consideration:** See Exhibit "B" for price details.

**Special Conditions:** Sheriff shall have the right to terminate this Agreement or a specific Purchase Order without cause by providing Contractor with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

CW/rd

Enclosure

cc via email:

Colonel James Reyes, Department of Administration  
Eric Busenbarrick, Assistant Chief, Technical Services,  
Fire Rescue & Emergency Services  
Thomas O'Connell, Division Chief, Logistics, Fire Rescue  
Heath Clark, Division Chief, Training, Fire Rescue  
Jason Spaide, Assistant Manager, Purchasing Administration

Cristiane Rodriguez, Senior Purchasing Agent, Purchasing Administration  
Marianella Felix, Administrative Assistant, Fire Rescue, Administration  
Sonya Campbell-Johnson, Administrative Assistant, Office of Management & Budget  
Andrea Guess, Administrative Assistant, Finance  
Carol Delima, Administrative Assistant, Risk Management  
Lyvon Battle, Administrative Assistant, Purchasing Administration

**AGREEMENT**  
**by and between**  
**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**  
**and**  
**MEDLINE INDUSTRIES, INC.**

**THIS AGREEMENT** is made and entered this 18<sup>th</sup> day of December, 2020 by and between Gregory Tony, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and Medline Industries, Inc., an Illinois corporation authorized to do business in the State of Florida, located at 3 Lakes Drive, Northfield IL, 60093 (hereinafter referred to as "CONTRACTOR") (collectively hereinafter referred to as the "Parties").

**WHEREAS**, SHERIFF issued RLI #20041JLS for Pharmaceuticals for BSO Fire Rescue Regional Logistics ("Solicitation") attached hereto and marked as Exhibit A and incorporated by reference; and

**WHEREAS**, CONTRACTOR submitted its response to the Solicitation attached hereto and marked as Exhibit B and incorporated herein by reference; and

**WHEREAS**, SHERIFF has selected CONTRACTOR as a responsive and responsible bidder qualified to perform pharmaceutical services during the term of this Agreement; and

**IN CONSIDERATION** of the mutual terms and conditions contained herein, SHERIFF and CONTRACTOR covenant and agree as follows:

**SECTION I**  
**SCOPE OF SERVICES**

1.1 CONTRACTOR is hereby retained to perform services in utilizing its expertise in pharmaceutical services pursuant to the Solicitation as identified in Exhibit A attached hereto and incorporated herein (Solicitation a.k.a. Statement of Work "SOW").

1.2 This is a non-exclusive agreement. CONTRACTOR understands and acknowledges that the SHERIFF reserves the right to use multiple CONTRACTORs to provide pharmaceutical services. There are no assurances of any work or solicitations for the same shall be made by SHERIFF to CONTRACTOR. The use of CONTRACTOR or any other CONTRACTOR shall be in the sole discretion of the SHERIFF.

1.3 If there is a conflict between the terms contained in this document and any of its exhibits, then in order of preference, the terms of this document control and then Exhibit A shall control over all other exhibits.

**SECTION II**  
**MANNER OF PERFORMANCE**

2.1 CONTRACTOR shall perform all services to the utmost professional standards.

2.2 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it

pursuant to the express and implicit terms of this Agreement.

2.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed within a reasonable timeframe but not later than as requested by SHERIFF. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

2.4 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

2.5 Time is of the essence in the CONTRACTOR'S performance of this Agreement and all work required in the Statement of Work applicable to CONTRACTOR.

### **SECTION III** **TERM**

3.1 This Master Agreement shall commence on October 1, 2020, *nunc pro tunc*, and shall continue in full force and effect until September 30, 2023 unless extended in writing by both parties upon mutually acceptable terms and conditions or terminated in accordance with Section XX of this Agreement.

3.2 This Agreement may be renewed for two (2) one-year (1) option periods at the discretion of the SHERIFF and upon the same terms and conditions herein.

### **SECTION IV** **WORK SCHEDULE**

CONTRACTOR and SHERIFF shall perform their respective obligations pursuant to this Agreement as set forth herein and contained in the applicable Statement of Work.

### **SECTION V** **ADDITIONAL SERVICES OR CHANGES IN STATEMENT OF WORK**

CONTRACTOR and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete its services and provide the Deliverables. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the services or Deliverables required, in CONTRACTOR'S opinion, outside the level of effort originally anticipated in the Statement of Work, whether or not the Statement of Work identifies the work items, CONTRACTOR shall notify SHERIFF in writing in a timely manner.

## **SECTION VI** **INVENTORY LEVELS**

6.1 CONTRACTOR acknowledges that SHERIFF is entering this Agreement upon the representations that CONTRACTOR will keep a fully stocked inventory of pharmaceuticals exclusively available for SHERIFF's ordering needs. Notwithstanding the forgoing, at no times will inventory levels fall below a level that would negatively impair SHERIFF's ongoing business operations that require timely delivery of ordered pharmaceuticals. CONTRACTOR shall notify SHERIFF, as soon as known, as stated in the Statement of Work, of any anticipated national shortages, back orders, substitutions, or any other adverse situations that may affect supply chain.

6.2 There shall be no minimum or maximum order of pharmaceuticals by SHERIFF contemplated under this Agreement by the Parties. SHERIFF may order pharmaceuticals from other third parties at its sole election if:

(A) CONTRACTOR cannot deliver the pharmaceuticals within fifteen (15) business days from the order placement date. SHERIFF has the right to cancel the order placed with CONTRACTOR with email notice to CONTRACTOR prior to SHERIFF receiving the pharmaceuticals; and

(B) CONTRACTOR does not supply ordered pharmaceuticals required by SHERIFF.

6.3 Notwithstanding the foregoing, SHERIFF may, at its discretion at any time, order pharmaceuticals from any third party vendor when it deems it to be in the best interests of SHERIFF.

## **SECTION VII** **CONSIDERATION**

7.1 CONTRACTOR shall provide pharmaceutical services contemplated herein, in the quantities needed and as ordered by SHERIFF, at the list prices specifically stated in Exhibit B for the total consideration agreed to in the applicable Purchase Order unless the parties agree in writing to lower list prices.

7.2 The prices quoted in Exhibit B hereto may not be increased for the Initial Term. In the event CONTRACTOR's list prices are subject to an increase of eight (8%) or more, during the Initial Term, then CONTRACTOR may submit a request for a price increase to SHERIFF that must include a document reasonably substantiating the price fluctuation. SHERIFF will consider CONTRACTOR'S request on a case-by-case basis and at the time of that request determine the need to negotiate a new list price(s). Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to sell a product at a price below CONTRACTOR's cost for that product. In the event SHERIFF rejects a price increase, or a product falls below CONTRACTOR's cost, CONTRACTOR may remove the product from this Agreement.

7.3 CONTRACTOR may increase prices by providing SHERIFF with CONTRACTOR'S notice of new price increase(s), of list price(s) quoted in Exhibit B, ninety (90) days prior to any renewal option period term. Failure to provide such notice within the prescribed time period shall result in the CONTRACTOR keeping the then current prices reflected on the current Exhibit B to this Agreement for the entire renewal option period term. CONTRACTOR

increases in list prices for pharmaceuticals are limited to any increased costs from its suppliers, provided, however, that prices shall not be increased beyond yearly CPI increases or 3% per year, whichever is lower.

7.4 Notwithstanding the forgoing, during the term of this contract, prices for the pharmaceutical services required under this contract and offered to SHERIFF must be equal to or lower than those offered the most favorable customer of CONTRACTOR for similar quantities under comparable terms and conditions. When requested by the SHERIFF's contracting officer or representative, the CONTRACTOR must show that the prices offered to SHERIFF match or are less than those offered the CONTRACTOR'S most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by SHERIFF throughout the term of the contract. Any price reductions offered to other CONTRACTOR's customers must be offered to the SHERIFF if similar item quantities are involved.

7.5 SHERIFF shall pay CONTRACTOR in accordance with the payment schedule set forth in the applicable Purchase Order. CONTRACTOR shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, and [accounts\\_payable@sheriff.org](mailto:accounts_payable@sheriff.org) identifying the Purchase Order Number, nature of the work performed, quantity ordered and supplied, order date, shipment date, and any other information to identify work performed for said Purchase Order. Invoices shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by the SHERIFF is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of project fees and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense identifiable to the project. Internal expenses must be documented by appropriate CONTRACTOR's cost accounting forms with a summary of charges by category. When requested, CONTRACTOR shall provide backup for past and current invoices that records hours and project fees by associate category, Reimbursables by category, and total fees on a task basis, so that total hours and costs by task may be determined.

7.6 SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

7.7 CONTRACTOR recognizes that funding for SHERIFF requirements, including the funding for monies to pay for Purchase orders issued hereunder, is done on a budget year basis, October 1 through September 30. CONTRACTOR further recognizes that the County Commission is the authority which establishes, allocates or otherwise provides for SHERIFF's budget year funding. If in any budget year, funding, for any reason, is not provided for the monetary obligations of SHERIFF under this Agreement, then this Agreement and or any effected Purchase Orders, and payment obligations may be terminated by SHERIFF without penalty or further payment to CONTRACTOR therefore, except SHERIFF shall pay for work and services performed, and expenses and other charges incurred, prior to termination. In the event of non-appropriation, the SHERIFF will provide CONTRACTOR with at least thirty (30) days prior written notice.

## **SECTION VIII** **REIMBURSABLES**

8.1 CONTRACTOR may submit invoices for reimbursable expenses in accordance with paragraph 7.4 no more often than on a monthly basis, but only after such reimbursable expenses have been incurred by CONTRACTOR.

8.2 Any request for reimbursement of expenses in excess of the amount designated in the applicable Purchase Order must be approved by SHERIFF in their sole discretion, and set forth in writing.

## **SECTION IX** **EXPENSES**

Except as provided in Section VIII, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF.

## **SECTION X** **LIQUIDATED DAMAGES**

If noted in the applicable Purchase Order, the following provision shall apply:

10.1 If the services and Deliverables identified in the Statement of Work are not completed and ready for acceptance as of the date set forth in the Statement of Work, CONTRACTOR shall be subject to making the payments of liquidated damages to SHERIFF at the rates and amounts agreed to and set forth in the applicable Purchase Order.

10.2 The agreed to rates shall apply per day not as penalty or forfeiture, but as liquidated damages to SHERIFF because of such default by CONTRACTOR. The liquidated damages may be deducted from payments due or to become due to CONTRACTOR under the applicable Purchase Order. In no event shall the Liquidated Damages exceed the Maximum Liquidated Damages agreed to and stated in the Purchase Order. Notwithstanding the above, SHERIFF may, at its sole option, declare this Agreement in default and terminate this Agreement pursuant to Section XX.

## **SECTION XI** **ACCEPTANCE OR REJECTION OF SERVICES AND DELIVERABLES**

SHERIFF OR SHERIFF'S Fire Rescue representative or designee may withhold acceptance of or reject any goods which are found upon examination to not meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) business days by the CONTRACTOR at the CONTRACTOR's expense.

## **SECTION XII** **WARRANTIES AS TO THE GOODS**

12.1 Unless specified otherwise in the Purchase Order, CONTRACTOR warrants that

the services and deliverables being performed under this Agreement by CONTRACTOR which include, but not limited to software, codes, scripts, programs, processes and data (hereinafter referred to as "Goods" within this section) shall be free from defects in material and manufacturing which would prevent the Goods from operating or performing in accordance with the applicable documentation for a period of twelve (12) months from the date of Final Acceptance. For purposes of this Agreement, Goods shall include all hardware, software, documentation and any other deliverables provided by CONTRACTOR pursuant to this Agreement.

12.2 All Goods or parts thereof shall be replaced free of charge during the warranty period and the labor to replace defective Goods or parts thereof shall be provided at no additional cost to SHERIFF. In the event of a defect, malfunction, or failure to conform to applicable Documentation, CONTRACTOR, at its sole option, shall either replace parts or replace the Goods. In the event of repeated similar malfunctions to a component, CONTRACTOR shall replace the item. This warranty is void if:

- a. Goods are used by SHERIFF in other than the manner specified in the applicable Documentation;
- b. Malfunction is due to neglect or damage by SHERIFF; or
- c. Unauthorized alterations have been made by SHERIFF.

If authorized by the third party manufacturers, CONTRACTOR hereby assigns to SHERIFF all third party manufacturers' warranties with respect to the Goods copies of which have or shall be provided to SHERIFF. CONTRACTOR represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

12.3 CONTRACTOR represents and warrants that, at the time of entering into this Agreement, no claims have been asserted or action or proceeding brought against CONTRACTOR which alleges that all or any part of the services, deliverables, software, scripts, codes, processes, calculations, formulas, work-flows, data and alike provided under this Agreement (including any customization or interface) or use thereof by CONTRACTOR, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is CONTRACTOR aware of any such potential claim. CONTRACTOR also represents and warrants that its Services and Deliverables to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party. In the event of a breach of this representation and warranty, CONTRACTOR shall be responsible for and pay Client for any and all actual harm, injury, damages, costs and expenses incurred by SHERIFF by reason of the breach including as provided in the Indemnification provisions in the Agreement.

### **SECTION XIII** **WARRANTY REGARDING VIRUSES**

13.1 Prior to performing any CONTRACTOR'S services, deliverables, software, formulas, calculations, work-flows, codes, scripts and data and processes, CONTRACTOR shall use commercially available industry acceptable anti-virus software to detect viruses in said deliverables/items or upon any media on which such deliverables/items is provided to SHERIFF.

13.2 CONTRACTOR also represents and warrants that, at the time CONTRACTOR'S



software, codes, scripts, formulas, calculations, work-flows, data and processes are delivered to SHERIFF, no portion of such or the media upon which it is stored has any type of undocumented software routines or other elements which is intentionally designed to permit, allow or cause any of the following:

- a. Unauthorized access to or intrusion upon;
- b. Disabling of;
- c. Erasure of; or
- d. Interference with

any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty, CONTRACTOR shall pay for, and/or remedy or correct any damages, harm or malfunctions caused by a breach of the above at no cost to SHERIFF.

#### **SECTION XIV** **WORK FOR HIRE**

14.1 Ownership of Custom Work Products. "Custom Work Products" means all finished or unfinished documents, data, scripts, codes, formulas, data, calculations, programs, software, processes, configuration files, processes, work-flows, templates, studies, maps, models, photographs, reports, other work products, or any portions or derivatives thereof, (including all information, ideas, results, data, improvements, developments, functional and technical designs, routines, subroutines, data diagrams and other work products) created by CONTRACTOR after the date of complete execution of this Agreement which are the result of, or derived from, any of the services provided by CONTRACTOR in furtherance of the work performed under any Task Order or Statement of Work, or other services rendered to SHERIFF hereunder. "Custom Work Products" also means application software or computer programs, documentation and technical information or any portions thereof, finished or unfinished, (including any project specific information, ideas, results, data, improvements, developments, functional and technical designs, routines, subroutines, modules, flowcharts, data diagrams, and documentation), created by CONTRACTOR after the date of complete execution of this Agreement which are the result of the Services provided by CONTRACTOR in furtherance of any Task Order or Statement of Work performed for SHERIFF, or services rendered to SHERIFF hereunder. For the purposes of this Agreement, SHERIFF shall own all right, title, and interest to all Custom Work Products which are clearly identified as deliverables in a task Order and/or Statement of Work. CONTRACTOR expressly acknowledges and agrees that the Custom Work Products shall be deemed to constitute "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) and, alternatively, CONTRACTOR hereby exclusively and irrevocably assigns all ownership or other rights CONTRACTOR might have in Custom Work Products to SHERIFF. Without limiting the foregoing, CONTRACTOR shall: (a) assign and transmit all Custom Work Products only to SHERIFF; (b) regard the Custom Work Products as SHERIFF'S exclusive property; and (c) maintain the Custom Work Products as confidential and shall not disclose the same to any other person or entity without SHERIFF'S Contract Administrator's prior written consent. Without limiting the foregoing, it is understood and agreed that SHERIFF'S representatives may assign, transfer or otherwise convey the Custom Work Products to others without restriction. Where applicable, CONTRACTOR will provide SHERIFF with the source code and object code for Custom Work Products upon Final Acceptance of the System or within thirty (30) calendar days after receipt of a written request by the SHERIFF, whichever date is earlier.

14.2 If any services or Deliverables contain third party licenses not directly obtained by SHERIFF, those licenses shall be assigned to SHERIFF by CONTRACTOR upon completion of

the Agreement, at no additional cost above that which is represented in the Statement of Work.

14.3 To the extent that this Agreement should be deemed to not be a work for hire agreement, CONTRACTOR agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and in all work product, deliverables and/or Custom Work Products. CONTRACTOR agrees to execute any documents necessary to document such assignment. Additionally, CONTRACTOR shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF.

## **SECTION XV** **RECORDS**

15.1 CONTRACTOR shall keep such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which CONTRACTOR expects to be paid. All books and records relative to services under this Agreement will be available at all reasonable times for examination and audit by SHERIFF and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by CONTRACTOR in accordance with such statutes.

15.2 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

In the event CONTRACTOR receives a public records request related to this agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to

SHERIFF for SHERIFF'S records. For purposes of this section, SHERIFF is considered the "public agency".

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin.Foley@sheriff.org](mailto:Erin.Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920.**

#### **SECTION XVI** **SUBCONTRACTORS**

CONTRACTOR shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of SHERIFF, such approval not to be unreasonably withheld, nor shall CONTRACTOR be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of SHERIFF.

#### **SECTION XVII** **CRIMINAL HISTORY**

17.1 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

17.2 CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

#### **SECTION XVIII** **EMPLOYMENT RESPONSIBILITY**

18.1 Any employees utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed employees of CONTRACTOR, not of SHERIFF.

18.2 Accordingly, CONTRACTOR shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee fringe benefits.

18.3 SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against a liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representative, designee, or servants during the performance of the services, duties, and responsibilities contemplated herein.

18.4 CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

18.5 CONTRACTOR shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind SHERIFF.

18.6 CONTRACTOR will be responsible for having its employees complete and submit data forms required to obtain clearance prior to entering any jail facilities. Such forms shall be provided by SHERIFF.

18.7 CONTRACTOR agrees to abide by all of the security policies, rules, and regulations promulgated by the SHERIFF, and provided in writing to CONTRACTOR.

## **SECTION XIX** **PAYMENT OF TAXES**

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its employees, agents, or servants.

## **SECTION XX** **TERMINATION**

20.1 The Contract may be terminated upon the following events:

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement or a specific Purchase Order may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement or a specific Purchase Order without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event any regulatory or accrediting organization finds a deficiency, then SHERIFF may, in its sole discretion, send CONTRACTOR written notice of deficiency. If CONTRACTOR fails to rectify the deficiency within thirty (30) calendar days from the date of the receipt of notice of the deficiency, then SHERIFF, in its sole discretion, may terminate this Agreement or a specific Purchase Order.

In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement or specific Purchase Order immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the Sheriff's policies and procedures, or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) calendar days written notice of termination of this Agreement or a specific Purchase Order.

Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new agreement or Purchase Order in this event.

Immediate Termination by SHERIFF. SHERIFF, in the Sheriff's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

- a) CONTRACTOR's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR's violation or non-compliance with Nondiscrimination Section of this Proposal; or
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Section of this Proposal.

20.2 Upon termination of this Agreement or any specific Purchase Order for any reason, including expiration, CONTRACTOR shall place no further orders nor enter into subcontracts for materials or services unless it is necessary. Copies of any orders or subcontracts shall be given to the Contract Administrator. CONTRACTOR shall satisfy all of its debts and obligations incurred at all of the Facilities arising under this Agreement or applicable Purchase Order or during the term of this Agreement or applicable Purchase Order.

20.3 Neither the expected termination nor the expiration of this Agreement or Purchase Order shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement or Purchase Order until the date of termination.

20.4 The parties understand and acknowledge that the termination of any Purchase Order shall not terminate this Master Agreement or any other Purchase Order, unless set forth therein.

20.5 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this proposal shall survive the termination or expiration of this Agreement.

## **SECTION XXI**

### **CIVIL RIGHTS REQUIREMENTS**

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. CONTRACTOR shall take affirmative action to ensure that BSO families and their families, applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression marital status or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

## **SECTION XXII** **CONFIDENTIALITY**

22.1 To the extent permitted by law, CONTRACTOR or its employees shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief.

22.2 CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this Agreement and Purchase Order and shall have each and every employee, agent, representative, student and volunteer providing services pursuant to this Agreement, sign the Confidentiality Statement attached hereto as Exhibit C.

## **SECTION XXIII** **INDEMNIFICATION**

23.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and, at the option of SHERIFF counsel, defend or pay for an attorney selected by SHERIFF counsel to defend the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys' fees, arising out of the negligent or wrongful act or omission of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement.

23.2 CONTRACTOR shall inform Sheriff in advance of planned actions and/or conduct related to CONTRACTOR's handling of any such action or claim. Sheriff shall inform CONTRACTOR of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

23.3 Sheriff shall not be liable for and CONTRACTOR agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

23.4 Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

23.5 The above indemnification provision shall survive the expiration or termination of this Agreement.

## **SECTION XXIV** **INSURANCE**

24.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

24.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

24.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

24.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- a. CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:
  1. Workers' Compensation. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.
  2. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
  3. Professional Liability (Errors and Omissions) Insurance. CONTRACTOR shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three million dollars (\$3,000,000). If the CONTRACTOR has coverage in greater amounts or if the nature of

the agreement requires additional insurance, then the limits will be increased.

4. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One million (\$1,000,000) Dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
5. Employee Fidelity Insurance. CONTRACTOR shall carry Employee Fidelity Insurance with minimum limit of one million (\$1,000,000) Dollars plus five million (\$5,000,000) excess.
6. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

24.5 CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contracts Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Article prior to award of the contract, and, at any time thereafter, upon request by the SHERIFF.

24.6 CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least thirty (30) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn.: Contracts Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

24.7 If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

24.8 If any of CONTRACTOR's insurance policies includes a general aggregate limit



and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

24.9 The provisions of this Article shall survive the expiration or termination of this Agreement.

24.10 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. SHERIFF, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

### **SECTION XXV** **PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted CONTRACTOR list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list. CONTRACTOR's execution of this Agreement acknowledges CONTRACTOR's representation that it has not been placed on the convicted CONTRACTOR list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

### **SECTION XXVI** **ASSIGNMENT**

26.1 Neither this Agreement nor any interest herein, except for the right of monies due under this Agreement to CONTRACTOR, shall be assigned, transferred, or encumbered by CONTRACTOR. CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by SHERIFF in writing.

26.2 CONTRACTOR represents that all persons delivering the services required by this Agreement on behalf of CONTRACTOR have the knowledge and skills, either by training, experience, education, or a combination thereof, to perform the duties, obligations, and services set forth in this Agreement.

26.3 CONTRACTOR shall perform the services and provide the Deliverables in accordance with the requirements of this Agreement and in a manner similar to that of others providing like services and Deliverables in the industry.

26.4 CONTRACTOR shall not employ any subcontractor against whom SHERIFF may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

26.5 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed

by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor. SHERIFF may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.

**SECTION XXVII**  
**DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit D and incorporated herein.

**SECTION XXVIII**  
**NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

**FOR SHERIFF:**

Eric Busenbarrick  
Assistant Chief/BSO Fire Rescue Technical Service  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**FOR CONTRACTOR:**

Jose Colon  
Medline Industries, Inc.  
Three Lakes Drive  
Northfield, IL 60093  
847-643-4928  
[jacolon@medline.com](mailto:jacolon@medline.com)

**SECTION XXIX**  
**AGREEMENT TERMS TO BE EXCLUSIVE**

This written Agreement, including any Schedules referred to herein, contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are

specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

**SECTION XXX**  
**WAIVER OR MODIFICATION OF AGREEMENT**

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

**SECTION XXXI**  
**AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA**

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

**SECTION XXXII**  
**SURVIVORSHIP OF BENEFITS**

The terms and conditions of this Agreement shall be binding upon CONTRACTOR, CONTRACTOR's executors, administrators, heirs, personal representatives, successors and assigns.

**SECTION XXXIII**  
**MISCELLANEOUS**

33.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

33.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

33.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

33.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

33.5 In entering this Agreement, the parties represent that they have had a reasonable

opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

33.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

33.7 Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God; accident, death, labor disputes, injury or illness of key personnel; acts, omissions and defaults of third parties and governmental and judicial action not the fault of the party causing such failure or delay in performance.

33.8 Should a dispute arise between the parties under or relating to this Agreement, or any Purchase Order or Statement of Work, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties' will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) business days, either may, upon written notice to the other party, require that the dispute be submitted to more senior representatives within each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

33.9 All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity, insurance, and SHERIFF's obligations to pay CONTRACTOR for services rendered and expenses incurred, shall survive the completion of the Services or any termination of this Agreement.

33.10 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.


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AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND MEDLINE INDUSTRIES, INC.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement on the date(s) set forth below:

**MEDLINE INDUSTRIES, INC.**


Type text here

  
\_\_\_\_\_  
VP of Government Sales  
AUTHORIZED REPRESENTATIVE


Date 12/8/2020


Federal Employer ID#: 36-2596612

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

DocuSigned by:  
  
\_\_\_\_\_  
9C110AB1567C48A...  
Fire Chief, Gregory Holness  
Fire Rescue & Emergency Services Department

Date 12/18/2020 | 16:18 PM EST

DS  
  
Approved as to form and legal  
sufficiency subject to execution  
by the parties:

DocuSigned by:  
  
\_\_\_\_\_  
84C9E594DDEB4B3...  
By Terrence Lynch,  
General Counsel/Executive Director  
Office of the General Counsel

Date 12/17/2020 | 05:43 AM PST

**EXHIBIT A**

**RLI # 20041JLS PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

**Jason L Spaide**

## Bid 20041JLS

### PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS

Bid Number	20041JLS
Bid Title	PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS
Bid Start Date	In Held
Bid End Date	Jul 28, 2020 3:00:00 PM EDT
Question & Answer End Date	Jul 21, 2020 3:00:00 PM EDT
Bid Contact	Jason L Spaide Jason_Spaide@sheriff.org
Bid Contact	Indira Scott Purchasing Agent II Fire Rescue Indira_Scott@sheriff.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	30 days
Bid Comments	<p>The Broward Sheriff's Office (BSO) will receive formal sealed Letters of Interest and Statements of Qualifications and Experience for " <i>PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS</i> ". Please read the Request for Letter of Interest (RLI) carefully and include in your Proposal, all information, forms and documents requested.</p> <p>****NOTE TO VENDOR****</p> <p>Please pay special attention to the unit of measure as it varies for each line item. (i.e. each, pack, case, set, etc.).</p> <p>Responses to this solicitation will be accepted until time and date indicated in the solicitation and will be accepted through BidSync only. Proposals submitted by e-mail, fax, etc. will not be accepted. BidSync will not accept any responses to RLI after date/time indicated in the solicitation.</p> <p>This project is under a "Cone of Silence" beginning with RLI release until contract execution or when all responses have been rejected. A complete definition of Cone of Silence is located on BSO website. All communication regarding this Request For Letter of Interest must be submitted through BidSync.</p> <p>Questions regarding this solicitation, including procedures, specifications, etc. will be accepted until date/time indicated, and will be accepted through BidSync only. BSO may not accept questions after the Q&amp;A end date. Please do not e-mail Purchasing Agent(s) with questions - ALL QUESTIONS MUST GO THROUGH BIDSYN. The date(s) that answers to questions will be posted on BidSync is at BSO's discretion, which may occur after closing date for questions.</p> <p>The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this RLI and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that</p>



**BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this RLI without any award and/or "piggyback" off of another existing government contract and/or GSA.**

### Item Response Form

Item **20041JLS--01-01 - DEFAULT: testing**

Lot Description **DEFAULT**

Quantity **1 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 1**

**Description**

Still need to enter items

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Item **20041JLS--02-01 - Vial: NDC # 0409-6629-02**

Lot Description **Vial**

Quantity **150 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 150**

**Description**

Quelicin Succinylcholine 200mg (20mg/ml), 10 ml Vial PKG: 25/TRAY, MFG: HOSPIRA

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Item **20041JLS--02-02 - Vial: NDC # 63323-064-04**

Lot Description **Vial**

Quantity **500 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 500**

**Description**

Magnesium Sulfate 50% 500mg/mL 10 ml Vial PKG: 25/TRAY, MFG: Fresenius Kabi USA, LLC

---

Item **20041JLS--02-03 - Vial: NDC # 0409-8060-29**

Lot Description **Vial**

Quantity **1000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Etomidate (Amidate) 40mg/20ml (2mg/ml) prefilled PKG: 10/BX, MFG: HOSPIRA

---

Item **20041JLS--02-04 - Vial: NDC # 0409-2308-02**

Lot Description **Vial**

Quantity **1000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Midazolam Hydrochloride 5mg/mL 2ml Vial PKG: 10/BX, MFG: HOSPIRA

---

Item **20041JLS--02-05 - Vial: NDC # 0409-6625-02**

Lot Description **Vial**

Quantity **1500 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1500

**Description**

Sodium Bicarb Inj. 8.4% 50 ml Vial PKG: 25/TRAY, MFG: HOSPIRA

---

Item **20041JLS--02-06 - Vial: NDC # 0009-0047-25**

Lot Description **Vial**

Quantity **700 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 700

**Description**

Solu-Medrol Inj. 125mg/ml 2ml Vial PKG: 25/BX, MFG: PHARMACIA & UPJOHN CO.

---

Item **20041JLS--02-07 - Vial: NDC # 17478-937-05**

Lot Description **Vial**

Quantity **2000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 2000

**Description**

Diltiazem Hydrochloride (Cardizem), 25 mg (5mg/mL) 5 mL Vial PKG: 10/BX, MFG: AKORN INC.

---

Item **20041JLS--02-08 - Vial: NDC # 0641-6006-10**

Lot Description **Vial**

Quantity **200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 200

**Description**

Atropine Sulfate 0.4 mg/ml 20/ml Vial PKG: 10/ PK, 5 PKS/CASE, 50/EA, MFG: WEST-WARD PHARM.

---

Item **20041JLS--02-09 - Vial: NDC # 60977-141-01**

Lot Description **Vial**

Quantity **20 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 20

**Description**

Protopam Chloride 1g/20mL, 20mL Vial PKG: 6/BX, MFG: BAXTER

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Item **20041JLS--02-10 - Vial: NDC # 17478-542-02**

Lot Description **Vial**

Quantity **1000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Adenosine 6mg 3mg/ml 2ml Vial PKG: 10/BX, MFG: AKORN INC.

Item **20041JLS--02-11 - Vial: NDC # 63323-651-04**  
Lot Description **Vial**  
Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Adenosine 12mg 3mg/ml 4ml Vial PKG: 10/BX, MFG: Fresenius Kabi USA, LLC

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Item **20041JLS--02-12 - Vial: NDC # 42023-168-01**  
Lot Description **Vial**  
Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Adrenalin (Epinephrine) Injection 1mg/mL 30mL Vial PKG: 1/EA MFG: Par Pharmaceutical, Inc.

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Item **20041JLS--02-13 - Vial: NDC # 63323-064-03**  
Lot Description **Vial**  
Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Magnesium Sulfate Inj. 50% 1gm (500mg/ml) 2ml Vial PKG: 25/TRAY, MFG: Fresenius Kabi USA, LLC

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Item **20041JLS--02-14 - Vial: NDC # 47335-931-44**  
Lot Description **Vial**  
Quantity **250 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 250

**Description**

VECURONIUM BROMIDE 1mg/mL 10ml Vial PKG: 10/BX, MFG: SUN PHARMA GLOBAL INC.

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Item **20041JLS--02-15 - Vial: NDC # 0409-1219-01**

Lot Description **Vial**

Quantity **1600 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1600

**Description**

Naloxone Hydrochloride .4mg/ml 10 ml Vial Multi-Dose PKG: 25/CS , MFG: HOSPIRA, Inc.

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Item **20041JLS--02-16 - Vial: NDC # 0409-4888-20**

Lot Description **Vial**

Quantity **200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 200

**Description**

Sodium Chloride 9mg/mL, 20 ml Vial PKG: 25/TRAY (BOX), MFG: HOSPIRA

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Item **20041JLS--02-17 - Vial: NDC # 63323-474-01**

Lot Description **Vial**

Quantity **300 box**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 300

**Description**

Haloperidol (Haldol) 5mg/ml 1ml Vial PKG: 25/TRAY(BOX), MFR: Fresenius Kabi USA, LLC

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Item **20041JLS--02-18 - Vial: NDC # 0409-3375-04**

Lot Description **Vial**

Quantity **140 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 140**Description**

Levophed 0.1% 4mg, 4ml Vial PKG: 10/BX MFR: Hospira, Inc.

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**Item** 20041JLS--02-19 - Vial: NDC # 0409-9104-20**Lot Description** Vial**Quantity** 700 each**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 700**Description**

Dopamine Hydrochloride 40mg/ml 10 ml Vial PKG: 25/BX, MFG: HOSPIRA

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**Item** 20041JLS--02-20 - Vial: NDC # 63323-616-03**Lot Description** Vial**Quantity** 2500 each**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 2500**Description**

Amiodarone 50mg/ml, 3ml Vial PKG: 25/TRAY, MFG: Fresenius Kabi USA, LLC

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**Item** 20041JLS--02-21 - Vial: NDC # 0409-9094-22**Lot Description** Vial**Quantity** 750 each**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 750**Description**

Fentanyl Citrate, 50 ug/mL, 2mL Vial PKG: 25/TRAY MFR: Hospira, Inc.

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**Item** 20041JLS--02-22 - Vial: NDC # 0409-4755-03**Lot Description** Vial**Quantity** 1500 each**Unit Price**

Delivery Location **Broward Sheriff's Office**  
Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1500

**Description**

Ondansetron (Zofran) 4mg (2mg/mL) 2ml Vial PKG: 25/BX, MFG: HOSPIRA

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Item **20041JLS--02-23 - Vial: NDC # 0409-4887-10**  
Lot Description **Vial**  
Quantity **300 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 300

**Description**

Water Sterile for Inj., 1ml/ml, 10ml Vial PKG: 25/TRAY, MFG: HOSPIRA

---

Item **20041JLS--02-24 - Vial: NDC # 0409-6695-01**  
Lot Description **Vial**  
Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Etomidate (Amidate) 20mg 2mg/ml 10 ml Vial PKG: 10/TRAY, MFG: HOSPIRA

---

Item **20041JLS--02-25 - Vial: NDC # 0409-2290-31**  
Lot Description **Vial**  
Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Diphenhydramine Hydrochloride 50mg/mL, 1ml PKG: 25VIALS/TRAY, MFG: Hospira, Inc.

---

Item **20041JLS--02-26 - Vial: NDC # 0409-3796-01**  
Lot Description **Vial**

Quantity **1000 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Ketoralac Tromethamine Inj 60mg/2mL Vial PKG: 25/BX, MFG: HOSPIRA

---

Item **20041JLS--02-27 - Vial: NDC # 0409-3796-19**  
Lot Description **Vial**  
Quantity **150 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 150

**Description**

KETOROLAC TROMETHAMINE 60 mg/2ml, 2mL Vial PKG: 25/TRAY MFR: Hospira, Inc.

---

Item **20041JLS--02-28 - Vial: NDC # 0409-9558-10**  
Lot Description **Vial**  
Quantity **100 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 100

**Description**

Rocuronium Bromide, 10 mg/mL, 10 mL Vial PKG: 10/BX MFR: Hospira, Inc.

---

Item **20041JLS--02-29 - Vial: NDC # 63323-563-10**  
Lot Description **Vial**  
Quantity **50 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 50

**Description**

TRANEXAMIC ACID INJECTION, 100 mg/mL, 10ml Vial PKG: 10/TRAY MFR: Fresenius Kabi USA, LLC



Item **20041JLS--02-30 - Vial: NDC # 0065-0741-14**  
Lot Description **Vial**  
Quantity **300 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 300

**Description**

Tetracaine Hydrochloride, 5mg/mL, 4mL Bottle PKG: 12/BX Bottle MFR: ALCON LABORATORIES, INC

---

Item **20041JLS--03-01 - Saline: NDC # 03389-54206-20**  
Lot Description **Saline**  
Quantity **960 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 960

**Description**

IV Solution, Saline, 500ML, 0.9% NACL PKG: 24/CS, MFG: BAXTER # FE1323

---

Item **20041JLS--03-02 - Saline: NDC # 0338-0049-02**  
Lot Description **Saline**  
Quantity **1440 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1440

**Description**

IV Solution, Saline, 250 ML, 0.9% NACL PKG: 1 BAG MFR: BAXTER

---

Item **20041JLS--03-03 - Saline: NDC # 0338-0049-01**  
Lot Description **Saline**  
Quantity **960 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 960

**Description**

IV Solution Saline, 1000ML, 0.9% NACL PKG: 1 BAG MFR: BAXTER

---

Item **20041JLS--03-04 - Saline: NDC # 0338-0017-48**

Lot Description **Saline**

Quantity **2880 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 2880

**Description**

IV Solution, Saline, 100ML, 0.9% NACL PKG: 1 BAG. MFR: BAXTER

---

Item **20041JLS--03-05 - Saline: NDC # 0409-4888-10**

Lot Description **Saline**

Quantity **15000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 15000

**Description**

Saline Flush 0.9%, 10 ml prefilled Ansyr Syringe PKG: 25/TRAY, MFG: HOSPIRA

---

Item **20041JLS--03-06 - Saline: NDC # 0409-7984-13**

Lot Description **Saline**

Quantity **19200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 19200

**Description**

IV Solution, Saline, 50 ML, 0.9% NACL PKG: 1 BAG MFR: HOSPIRA

---

Item **20041JLS--04-01 - PFS/Luer: NDC # 0409-4904-34**

Lot Description **PFS/Luer**

Quantity **60 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 60**Description**

Lidocaine Hydrochloride, 10 mg/mL, 5ml Syringe PKG: 1/BX MFR: HOSPIRA

---

**Item** **20041JLS--04-02 - PFS/Luer: NDC # 76329-3339-1****Lot Description** **PFS/Luer****Quantity** **2000 each****Unit Price** **Delivery Location** **Broward Sheriff's Office**[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 2000**Description**

Atropine Sulfate Inj. 1mg .01mg/ml 10 ml Luer Jet Syringe PKG: 10/PK, 5 PKS/CASE, 50/EA, MFG: IMS LIMITED

---

**Item** **20041JLS--04-03 - PFS/Luer: NDC # 76329-3301-1****Lot Description** **PFS/Luer****Quantity** **2600 each****Unit Price** **Delivery Location** **Broward Sheriff's Office**[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 2600**Description**

Dextrose Monohydrate 50%, 500mg/mL 50 mL Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA, MFG: IMS LIMITED

---

**Item** **20041JLS--04-04 - PFS/Luer: NDC # 0409-1775-10****Lot Description** **PFS/Luer****Quantity** **1000 each****Unit Price** **Delivery Location** **Broward Sheriff's Office**[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 1000**Description**

Dextrose 25% 250mg/ml 10 ml Syringe Pediatric PKG: 10/PK, 5 PACKS/CASE, 50/EA, MFG: HOSPIRA

---

**Item** **20041JLS--04-05 - PFS/Luer: NDC # 76329-3316-1****Lot Description** **PFS/Luer****Quantity** **5000 each****Unit Price**

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 5000

**Description**

Epinephrine 0.1mg/mL 10ml Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA, MFG: IMS

---

Item **20041JLS--04-06 - PFS/Luer: NDC # 76329-3390-1**

Lot Description **PFS/Luer**

Quantity **700 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 700

**Description**

Lidocaine HCL Inj. 2% 20mg/mL, 100mg, 5ml Luer Jet Syringe PKG: 10/BX, MFG: IMS

---

Item **20041JLS--04-07 - PFS/Luer: NDC # 0409-1639-10**

Lot Description **PFS/Luer**

Quantity **1800 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1800

**Description**

Furosemide Inj. 10mg/ml 10ml Ansyr Syringe, 100 mg PKG: 10/BX, MFG: HOSPIRA

---

Item **20041JLS--04-08 - PFS/Luer: NDC # 0409-5534-34**

Lot Description **PFS/Luer**

Quantity **700 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 700

**Description**

Sodium Bicarb Inj. 4.2% 10 ml Syringe Pedi Lifeshield PKG: 50/CS, MFG: HOSPIRA

---

Item **20041JLS--04-09 - PFS/Luer: NDC # 0409-2339-34**

Lot Description **PFS/Luer**

Quantity **600 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 600

**Description**

Labetalol Hydrochloride 20mg, 5mg/ml 4mL Luer Lock Carpuject PKG: 10/BX, MFG: HOSPIRA

---

Item **20041JLS--04-10 - PFS/Luer: NDC # 76329-3369-1**

Lot Description **PFS/Luer**

Quantity **2500 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 2500

**Description**

Naloxone (Narcan) 1mg/ml, 2ml prefilled Luer PKG: 10/BX, MFG: IMS LIMITED

---

Item **20041JLS--04-11 - PFS/Luer: NDC # 25021-301-67**

Lot Description **PFS/Luer**

Quantity **1100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1100

**Description**

Adenosine 3 mg/mL, 2ml Luer Locking PFS PKG: 10/BX, MFG: SAGENT PHARM.

---

Item **20041JLS--04-12 - PFS/Luer: NDC # 25021-301-68**

Lot Description **PFS/Luer**

Quantity **1000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1000

**Description**

Adenosine 3 mg/mL, 4ml Luer Locking PFS PKG: 10/BX, MFG: SAGENT PHARM.

Item **20041JLS--04-13 - PFS/Luer: NDC #76329-3304-1**

Lot Description **PFS/Luer**

Quantity **600 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 600

**Description**

Calcium Chloride 100mg/mL 10 ml Luer Jet Syringe PKG: 10/PK, MFG: IMS LIMITED

---

Item **20041JLS--05-01 - Miscellaneous: NDC # 0283-0679-02**

Lot Description **Miscellaneous**

Quantity **300 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 300

**Description**

Hurricane Spray, Cherry Anesthetic, 200mg/g PKG: 1 CAN MFG: BEUTLICH PHARM.

---

Item **20041JLS--05-02 - Miscellaneous: NDC # 0338-0004-03**

Lot Description **Miscellaneous**

Quantity **3000 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 3000

**Description**

Sterile Water Irrigation, 1ml/ml, 500 ml bottle PKG: 18/BX, MFG: BAXTER

---

Item **20041JLS--05-03 - Miscellaneous: NDC # 57896-911-36**

Lot Description **Miscellaneous**

Quantity **1024 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fire Rescue Logistics  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 1024

**Description**

Aspirin 81 mg 36/btl Children's chewable, orange flavor PKG: 24/CS, MFG: GERI-CARE

---

Item	<b>20041JLS--05-04 - Miscellaneous: NDC # 54288-103-10</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>700 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u>
	2308-B SW 42nd Street
	Dania Beach FL 33312
	<b>Qty 700</b>

**Description**

Epinephrine 1:1000 Inj. 1mg/ml Ampule PKG: 25/BX, 32BX/CS, MFG:BPI Labs, LLC

---

Item	<b>20041JLS--05-05 - Miscellaneous: NDC # 0338-0017-48</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>450 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u>
	2308-B SW 42nd Street
	Dania Beach FL 33312
	<b>Qty 450</b>

**Description**

Dextrose Injection 5%, 50 g/1000mL, 100ml Bag PKG: 1/BAG MFR: BAXTER

---

Item	<b>20041JLS--05-06 - Miscellaneous: NDC # 0264-9594-20</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>200 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u>
	2308-B SW 42nd Street
	Dania Beach FL 33312
	<b>Qty 200</b>

**Description**

Lidocaine Hydrochloride and Dextrose, 5g/100mL, 250mL PKG: 24BAGS/CS, MFG:BRAUN

---

Item	<b>20041JLS--05-07 - Miscellaneous: NDC # 00574-0069</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>700 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u>
	2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 700**Description**

Glucose 15g/37.5g lemon flavor Tube PKG: 3/PACK, MFG: PADDOCK LAB

---

**Item** 20041JLS--05-08 - Miscellaneous: PART# 231209G**Lot Description** Miscellaneous**Quantity** 30 box**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 30**Description**

Triple Antibiotic Ointment 0.9g (1/32oz) PKG: 144PACK/BX, MFG: HONEYWELL

---

**Item** 20041JLS--05-09 - Miscellaneous: NDC # 76299-430-08**Lot Description** Miscellaneous**Quantity** 300 each**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 300**Description**

Nitromist 400 ug/1, 230 AEROSOL, METERED in 1 BOTTLE PKG: 8/BX, MFG: Mist Pharmaceuticals, LLC

---

**Item** 20041JLS--05-10 - Miscellaneous: NDC # 24208-920-64**Lot Description** Miscellaneous**Quantity** 300 each**Unit Price** **Delivery Location** Broward Sheriff's Office[Fire Rescue Logistics](#)

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 300**Description**

Tetracaine Hydrochloride, 5 mg/mL, 15mL Bottle PKG: 1 Bottle MFR: BAUSCH &amp; LOMB

---

**Item** 20041JLS--05-11 - Miscellaneous: NDC # 67777-251-01**Lot Description** Miscellaneous**Quantity** 600 box**Unit Price**



Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 600

**Description**

Ammonia Inhalants .3ml Ampule, .045g/.3ml PKG: 10/BX, MFG: X-GEN

---

Item **20041JLS--05-12 - Miscellaneous: NDC # 0281-0326-30**  
Lot Description **Miscellaneous**  
Quantity **200 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 200

**Description**

Nitroglycerine Ointment 2% 30 gm Tube PKG: 30/BX, MFG: SVAGE INC.

---

Item **20041JLS--05-13 - Miscellaneous: NDC # 45802-410-59**  
Lot Description **Miscellaneous**  
Quantity **200 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 200

**Description**

Oxymetazoline HCL .05g/100ml Nasal Spray 30ml bottle PKG: 1 BOTTLE, MFG: PERRIGO INC.

---

Item **20041JLS--05-14 - Miscellaneous: NDC # 11704-370-01**  
Lot Description **Miscellaneous**  
Quantity **36 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 36

**Description**

Cyanokit 5gm/250ml, Hydroxocobalamin Kit, Contains: 1 IV Admin set & 1 Transfer Spike, PKG: 16/CS, MERIDAN MEDICAL

---

Item **20041JLS--05-15 - Miscellaneous: NDC # 0338-1007-03**  
Lot Description **Miscellaneous**

Quantity **200 case**

Unit Price

Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 200

**Description**

Dopamine 800mg in 500ml 5% DEXTROSE PKG: 12/CS, MFG: BAXTER

---

Item **20041JLS--05-16 - Miscellaneous: NDC # 0002-8031-01**

Lot Description **Miscellaneous**

Quantity **500 each**

Unit Price

Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 500

**Description**

Glucagon Emergency kit 1mg (1 unit) PKG: 10/BX, MFG: ELI LILLY &amp; CO.

---

Item **20041JLS--05-17 - Miscellaneous: NDC # 63653-1171-3**

Lot Description **Miscellaneous**

Quantity **100 pack**

Unit Price

Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 100

**Description**

Plavix (Clopidogrel) 75 mg Tabs PKG: 10 TABS/PKG, MFG: AUROBINO PHARM.

---

Item **20041JLS--05-18 - Miscellaneous: NA**

Lot Description **Miscellaneous**

Quantity **120 each**

Unit Price

Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty** 120

**Description**

ZERYM ANTIDOTE SPRAY, 2 oz Bottle PKG: 1 BOTTLE

Item **20041JLS--05-19 - Miscellaneous: NDC # 00597-0260-10**  
Lot Description **Miscellaneous**  
Quantity **475 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 475**

**Description**

Glucagen Diagnostic Kit, 1mg PKG: 1mg vial of Glucagon &amp; 1mL vial of Sterile Water

---

Item **20041JLS--05-20 - Miscellaneous: NDC # 0338-1007-02**  
Lot Description **Miscellaneous**  
Quantity **600 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 600**

**Description**

Dopamine Hydrochloride and Dextrose 160mg/100mL, 250mL PKG: 18/BX, MFG: HOSPIRA

---

Item **20041JLS--05-21 - Miscellaneous: NDC # 0904-1985-00**  
Lot Description **Miscellaneous**  
Quantity **250 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 250**

**Description**

Acetaminophen (Generic Tylenol) 160/mg/5ml 4oz. bottle, cherry PKG: 4BOTTLES/BX, MFG: OTC MONOGRAPH FINAL

---

Item **20041JLS--05-22 - Miscellaneous: NDC # 0071-0418-13**  
Lot Description **Miscellaneous**  
Quantity **500 each**  
Unit Price   
Delivery Location **Broward Sheriff's Office**  
[Fire Rescue Logistics](#)  
2308-B SW 42nd Street  
Dania Beach FL 33312  
**Qty 500**

**Description**

Nitrostat 0.4mg Tabs PKG: 4/BX, MFG: PFIZER INC.

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Item	<b>20041JLS--05-23 - Miscellaneous: NDC # 0487-9501-01</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>7000 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u> 2308-B SW 42nd Street Dania Beach FL 33312 <b>Qty</b> 7000

**Description**

Albuterol Sulfate Inhalation Solution 0.083% 2.5mg/3ml PKG: 30/BX, MFG: NEPHRON PHARM.

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Item	<b>20041JLS--05-24 - Miscellaneous: NDC # 0487-9801-01</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>5000 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u> 2308-B SW 42nd Street Dania Beach FL 33312 <b>Qty</b> 5000

**Description**

Ipratropium Bromide Inhalation.5mg/2.5ml PKG: 30/BX, MFG: NEPHRON PHARM.

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Item	<b>20041JLS--05-25 - Miscellaneous: NDC # 69547-353-02</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>260 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u> 2308-B SW 42nd Street Dania Beach FL 33312 <b>Qty</b> 260

**Description**

Nasal Narcan Spray, 4 mg/0.1mL, 1mL Vial PKG: 2 Vial/BX MFR: ADAPT

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Item	<b>20041JLS--05-26 - Miscellaneous: NDC # 0781-5238-64</b>
Lot Description	<b>Miscellaneous</b>
Quantity	<b>1500 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b>
	<u>Fire Rescue Logistics</u> 2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 1500**Description**

Ondansetron 4mg Dissolve Tabs PKG: 10 TAB/PK, 30TABS/BX, MFG: SANDOZ INC.

---

**Item** **20041JLS--05-27 - Miscellaneous: PART # 40ZLUB****Lot Description** **Miscellaneous****Quantity** **50 each****Unit Price** **Delivery Location** **Broward Sheriff's Office**Fire Rescue Logistics

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 50**Description**

Lubricating Jelly 4 oz sterile tube PKG: 12/BX, MFG: MediChoice

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**Item** **20041JLS--05-28 - Miscellaneous: PART # T00137****Lot Description** **Miscellaneous****Quantity** **53856 each****Unit Price** **Delivery Location** **Broward Sheriff's Office**Fire Rescue Logistics

2308-B SW 42nd Street

Dania Beach FL 33312

**Qty** 53856**Description**

Lubricating Jelly 2.7gm foil Pac Sterile PKG: 144/BX, MFG: PDI INC.

**RLI # 20041JLS****PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS  
BACKGROUND, OBJECTIVES, REQUIREMENTS, & RESPONSIBILITIES****1. BACKGROUND:**

The Broward Sheriff's Office (BSO) is seeking a qualified candidate to provide Pharmaceuticals for Fire Rescue (BSOFR) Regional Logistics and establish an open end agreement in accordance with the Terms and Conditions and other provisions of this RLI. BSOFR regional logistics division supports over 5500 internal customers deployed from 18 law-enforcement district stations, 24 fire stations, and over a dozen other facilities. The BSO Fire Rescue Department alone, staffs 62 advanced life support EMS transport units over 750 firefighter paramedics, including the operation of the Broward County regional helicopter MEDEVAC units. Additionally, BSOFR regional logistics provides product to over 50 municipal departments throughout the South Florida area including fire rescue, EMS, and law enforcement agencies in Monroe, Miami-Dade, Broward, Palm Beach, and St. Lucie Counties. This logistical mission is accomplished from the division's 36,000 square foot warehouse located in Dania Beach Florida. The BSOFR regional logistics orders and processes over 90,000 pharmaceutical units annually. This includes prefilled syringes, vials, ampoules, and blister packs.

**2. OBJECTIVES:**

It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one vendor. Quantities specified are an estimate of annual usage based on history and are not a warranty or guarantee of an implied amount to be purchased as a result of the contract. All items will be ordered as needed throughout our fiscal year (October 1 through September 30). These quantities cannot be guaranteed and BSO reserves the right to purchase more or less of the estimated annual quantities at the price submitted. BSO also reserves the right to award to multiple vendors if deemed in BSO's best interest.

The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.

It is anticipated that the term of this contract will be for **three (3) years** from date of award with up to **two (2)** additional **one (1) year** renewal options based on performance, availability of funding and as is in the best interest of the Broward County Sheriff's Office. BSO reserves the right to re-bid in its sole discretion. Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation. Pricing will be fixed for the initial three (3) years of the agreement.

**3. REQUIREMENTS OF THE SOLICITATION:**

Failure to meet the following requirements listed in this Section may result in removing your Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation

which is not included with Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

- 3.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.1**
- 3.2 Legally authorized to do Business in the State of Florida: Proposer should provide documentation that the Proposer is legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>). This documentation should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.2.**
- 3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.
- 3.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If your responses exceed the maximum characters accepted on the Questionnaire, attach separate document to your proposal titled "Supplemental Responses". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync before the Q & A deadline.
- 3.5 Financial Stability: Proposers will be stable and financially solvent.  
Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements or filed tax returns. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. Tax returns, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.5.**  
If not included in your Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

3.6 Company Background and Qualifications:

Provide a complete response to this section 3.6 Company Background and Qualifications. Please note that you do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

- 3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.
- 3.6.2 Proposer agrees to perform its duties and obligations in accordance with all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, and codes during the term of contract.

- 3.6.3 Proposer should be actively engaged for a period of three (3) years or longer in providing similar scope of services and demonstrate experience in required services. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.6.3**.
- 3.6.4 Proposers shall have a track record of providing quality, reliable Pharmaceuticals with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List should be included with your Proposal and labeled as **Exhibit 3.6.4**.

Awarded Proposer will ensure all industry standards are adhered to.

3.6.5 **Staff Qualifications:**

Describe in detail how Proposer's staff meet the Staff Requirements indicated in **3.6.4**. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.6.5**.

- 3.6.5.1 All staff assigned to this contract are to be trained in accordance with industry guidelines. Indicate how your company will accomplish this. Your response should be uploaded to BidSync when submitting your proposal and labelled as **Exhibit 3.6.5.1**.
- 3.6.5.2 All staff assigned to this contract will perform all services to the utmost professional standards.
- 3.6.5.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.6.5.3**.
- 3.6.5.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of the Awarded Proposer(s) will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.6.5.4**.

- 3.7 **Scope of Services:** Provide a complete response to section 3.7 Scope of Services of the solicitation. Please note that you do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 3.7**. Respondent must be able to meet or exceed the specifications/requirements listed below. Pharmaceuticals are listed in 4 groups; Group I – Prefilled Syringes & Luerjets, Group II – Vials, Group III - IV Solution, Saline, and Group IV - Miscellaneous Pharmaceutical Products



### 3.7.1 **PACKAGING**

- 3.7.1.1 All brands as written by FDA National Drug Code (NDC) number or approved equal: Packaging and product content shall remain the same.
- 3.7.1.2 All pharmaceuticals will be packaged in original manufacturers packaging upon receipt.
- 3.7.1.3 All products must have, at a minimum, a label containing a product expiration date, FDA National Drug Code and a product lot number.
- 3.7.1.4 Pharmaceuticals requiring temperature control or refrigeration must be packed accordingly to maintain manufacturer temperature requirements with temperature sensing device for verification upon receipt and package should be marked accordingly.

### 3.7.2 **PHARMACEUTICAL RETURNS**

- 3.7.2.1 The Awarded Proposer must replace or issue a credit at the direction of the authorized Fire Rescue representative for all pharmaceuticals within 60 days of expiration date as allowed by the pharmaceutical manufacturer's policy.
- 3.7.2.2 Credits or replacements must be issued to BSO by Awarded Proposer within 60 days of receiving the return.
- 3.7.2.3 Proposer shall describe, in detail, their procedures for the return of damaged/expired pharmaceuticals from BSO to the proposer, including issuance of return merchandise authorization (RMS), prepaid shipping charges and responsibility of the proposer for the proper and legal destruction/disposal of expired/damaged pharmaceutical products specified in this document.
- 3.7.2.4 All returns shall be done in conformity with all applicable local, state, and federal ordinances and regulations. Additionally all returns shall conform to the latest edition of the following standards:
  - 3.7.2.4.1 DEA
  - 3.7.2.4.2 EPA
  - 3.7.2.4.3 DOT
  - 3.7.2.4.4 FDA
- 3.7.2.5 Awarded Proposer shall provide a detailed return report on the 1st of each month or anytime at the request of the Fire Rescue representative in the month following any returns. Details shall include as a minimum:
  - 3.7.2.5.1 Name of Drug
  - 3.7.2.5.2 Amount of return
  - 3.7.2.5.3 NDC Number
- 3.7.2.6 Product that needs to be returned to Awarded Proposer because of shipping damage, error or wrong product ordered by BSO will be returned at the expense of the Awarded Proposer no later within five (5) business days. Returns shall be available between Monday – Friday and normal business hours 8:00 A.M – 5:00 P.M.

- 3.7.3 **SHORT DATED DRUGS.** The Awarded Proposer must ship all pharmaceuticals with an expiration date established by the manufacturer of at least 12 months from the date of delivery. Awarded Proposer's stock of Pharmaceuticals with expiration date not meeting the 12 months expiration date from delivery date, shall be considered "Short Dated". For example, product delivery date is 10.1.2020, therefore medication label should be stamped with a minimum expiration date of 9.30.2021.

For instances of "Short Dated" pharmaceuticals, Awarded Proposer shall:

- 3.7.3.1 Immediately send written notification (email) to BSOFR Purchasing Agent as noted on the Purchase Order, of available inventory quantities and of available expiration dates.
- 3.7.3.2 Awarded Proposer shall receive prior written approval (email) from BSOFR before shipping any such product(s).
- 3.7.3.3 Awarded Proposer shall bear all costs to return "Short Dated" orders sent to BSO without prior written authorization and shall immediately issue a full refund to BSO.
- 3.7.3.4 BSO reserves the right and at its discretion, to accept short dated drugs as it deems in its best interest.

#### **3.7.4 NATIONAL SHORTAGES AND BACKORDERS**

- 3.7.4.1 As soon as knowledge is available, Awarded Proposer shall notify BSOFR of any anticipated national shortages, back orders, or any other adverse situations that may affect supply chain.
- 3.7.4.2 Awarded Proposer is to notify BSO immediately of its distribution allotment number vendor is willing to fill when backordered items are available to ship.
- 3.7.4.3 **SUBSTITUTIONS:** In no event shall product substitutions or changes be permitted without the express written authorization from BSOFR Regional Logistics Purchasing Department. In an event a product is not available or on The National Backorder List a substitution will be provided by the awarded proposer immediately, so the substitution can be approved prior to shipping. The awarded proposer shall strive to provide substitutions that are the same strength, concentration, packaging and price. If any differ from the original product and BSOFR is not satisfied with the substitution offered then BSOFR reserves the right to seek out alternative/competitive pricing quotes from other qualified best available pharmaceutical vendors.

#### **3.7.5 CUSTOMER SUPPORT**

- 3.7.5.1 The awarded proposer should provide timely and accurate technical advice and sales support. The awarded proposer should respond to such requests and provide confirmation of Purchase Orders within one (1) working day after receipt of the requests.
- 3.7.5.2 In addition, Awarded Proposer shall provide and assign a local sales representative to provide hands on customer service and product support. Local sales representative is expected to be knowledgeable of market conditions and trends to provide assistance to BSOFR in strategic planning, sourcing, and savings.
- 3.7.5.3 Awarded Proposer is to continually seek to improve cost savings to BSOFR and should notify BSOFR of available "Generic", equivalent drugs, discounts, or any such in-kind savings, that are currently offered or upon entrance into the market.
- 3.7.5.4 Where applicable, Awarded Proposer shall notify BSOFR in advance of any known upcoming situations that may adversely affect its supply chain including but not limited to manufacturers' shortages, price increases, global pressures, etc.

#### **3.7.6 DOCUMENTATION**

- 3.7.6.1 All technical data & manufacturer's specifications should be included as attachments to the proposal response; and labeled as Exhibit 3.7.6.1.
- 3.7.6.2 It is the Vendor's responsibility to provide adequate information in the proposal, to enable BSO and ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected. BSO will be the sole judge in determining if the item(s) proposed meets the qualifications; and its decisions are final.

**3.7.7 CONTINUITY OF OPERATIONS:** Awarded Proposer should provide proof of their multi-site warehousing operations, intra warehouse product transfer capability, and the ability to provide continuity of operations in supplying product should one of the warehousing and distribution sites become incapacitated.

**3.7.8 SAMPLES AND SPECIFICATIONS ON EQUAL PRODUCTS:**

Proposals submitted as an "approved equal" product must be specified in detail as part of the proposer's response with brand name, MFG Product #, and indicate whether individually boxed or wrapped, accompanied with detailed specifications. BSO reserves the right to request a sample of the product being offered for evaluation and testing prior to acceptance and award of this RLI. If requested, sample(s) must be delivered at no charge to BSO within five (5) business days of such request. Any unused portion of the samples can be returned at vendor's request and expense.

**3.7.9 NOTICE OF DISCONTINUANCE OF PRODUCT:** In the event the awarded proposer chooses to discontinue providing a particular product in the RLI, or a particular specified product dosage contained in the RLI, the vendor shall provide BSOFR Regional Logistics Purchasing Department a minimum of forty five (45) days written notice of intent to discontinue providing the specified product, or product dosage.

**3.7.10 DELIVERY AND ACCEPTANCE**

- 3.7.10.1 The awarded proposer shall ship ordered products within the next working day for goods available after the receipt of the Purchase Order. If a product cannot be shipped within that time, the awarded proposer shall provide an estimated shipping date to BSO FR at time of order.
- 3.7.10.2 Awarded Proposer shall accept orders and ship directly to the delivery address noted in Agreement to include orders for schedule 1, and 2 "controlled" Pharmaceuticals, which shall be shipped according to current DEA guidelines.
- 3.7.10.3 Delivery hours for the Fire Rescue Regional Logistics shall be made between 8:30AM – 4:00PM, Monday through Friday except for Holidays and at any other times by special arrangement.
- 3.7.10.4 All deliveries shall be clearly identified as to the contents with name of the successful Vendor clearly marked on the package. Inspections shall be made at the point of the delivery unless otherwise specified.
- 3.7.10.5 When the Awarded Proposer fails at any time to meet the delivery requirements set forth herein, for whatever reason, then the Dept. of Fire Rescue representative or designee may allow additional time or may obtain the supplies elsewhere or, in the best interest of the Broward Sheriff's Office, cancel the contract in accordance with the Agreement.

3.7.10.6 The Dept. of Fire Rescue representative or designee may withhold acceptance of or reject any goods which are found upon examination, to not meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) business days by the Vendor at the Vendor's expense.

3.7.10.7 Successful Proposer should provide notice of any and all shortages at the time the order is placed.

3.7.11 **PRICING:** Pricing will be submitted in the line items on BidSync and shall include all costs and fees. These costs and fees include, but are not limited to, any surcharges for fuel, freight costs, be F.O.B. destination, and be in US dollars.

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.



**PROPOSAL QUESTIONNAIRE  
RLI #20041JLS - PHARMACEUTICALS**

**Please note that BidSync limits the amount of characters in your response. We recommend Proposers respond in as concise a manner as possible. If your response exceeds the maximum number of characters accepted, attach a separate document titled Supplemental Responses. List the question number, restate the question, and provide the supplemental information and/or detailed response.**

**Additional items uploaded should refer to the corresponding number within the Questionnaire.**

	QUESTION	RESPONSE
1.	Aside from the drugs listed in this RLI, would your firm be willing to offer BSOFR a percentage off list price for all other drugs your firm sells? If yes, please provide the percentage offered to BSOFR.	
2.	Please provide your delivery process and timeframes for BSOFR. Are you able to comply with section 3.7.11 (Delivery and Acceptance) of the scope of services?	
3.	What is your process for a discontinued drug?	
4.	How can your firm ensure drugs are available and not on back order?	
5.	Are you able to issue a weekly status report (spreadsheet) of all items on backorder with BSOFR and updated anticipated delivery dates?	
	Is your firm willing to offer BSOFR a percentage off	

6.	list price for drugs sold by your firm that are identified as acceptable replacements for items specified in this document that may be discontinued or on backorder with ship dates greater than 60 days anticipated ship time? If yes, please provide the percentage offered to BSOFR	<div></div>
7.	Please identify the city/state of all regional warehouses that distribute the products contained within this document. This is to demonstrate to us the ability of your firm to provide a robust supply chain along with depth of stock, and the ability to maintain supply should one of the distribution centers become compromised by events such as natural disasters.	<div></div>
8.	What is the location of the local account representative who will be meeting with BSOFR logistics staff from time to time?	<div></div>
9.	What is the location of your firm's nearest distribution center to us, for the items listed in this contract ?	<div></div>
10.	Can BSOFR pick up emergency orders from your nearest distribution site?	<div></div>
11.	Please describe your firm's allotment process that could/would be utilized during severe product shortages and supply chain interruption	<div></div>
12.	Does your firm have the ability to permit BSOFR purchasing agents to place orders and view invoices online via the internet	<div></div>

13.

What is your firm's policy and procedures of buybacks or credits for product purchased by BSOFR from your firm which expires on BSOFR logistics shelves





**SUBMITTAL SECTION**  
**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGI**

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

<input type="text"/> Legal Company Name	<input type="text"/> Indicate if Corporation, Partnership Or Individual submitting Proposal
<input type="text"/> Company Street Address	<input type="text"/> Electronic Signature Name of Officer Submitting Proposal
<input type="text"/> City, State, Zip Code	<input type="text"/> Title of Officer Submitting Proposal
<input type="text"/> Federal ID Number	<input type="text"/> E-Mail Address of Officer Submitting Proposal
<input type="text"/> Telephone Number	<input type="text"/> Cell # of Officer Submitting Proposal
<input type="text"/> FAX Number	

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:
7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:
3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:



D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents,

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐

No ☐

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐

No ☐

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐

No ☐

If Yes, please explain:

2. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and position(s).

Yes ☐

Name(s) and Position(s)

No ☐

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt #

Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐

No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as

Yes ☐

No ☐

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Company Name).

State of FL. Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as **"Submittal Document 3.2"**. Also, have you included a copy of your license in the proposal and attached as

Yes ☐ No ☐

3.3 List other Licenses, include copy with Proposal and label as **"Submittal Document 3.3"**:

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation and its **Principals**. "Case" includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state and describe agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If you provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team. Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional organization.

"Principals" mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent of the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.
- (D) A parent and/or a subsidiary of your firm.

Has your firm or its "Principals" had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions

Yes ☐ No ☐

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/nature of action
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☐ No

If Yes, include copy of certification with your Proposal. Label file as "**Submittal Document 5**" and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other F other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other Florida Police Department(s)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other Florida Governmental Agencies	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation: xsxs

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as "**Submittal Document 7.4**" and

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as "**Submittal Document 7.5**" and upload into Bid

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experience prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the context of the attachment to the submittal.

Label file as "**Submittal Document 7.6. (a)**" and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The chart should show the personnel that the firm will assign to the project.

Label file as "**Submittal Document 7.6. (b)**" and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.

Label file as "**Submittal Document 7.6. (c)**" and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type to those described in the submittal should have been undertaken by the responding firm within the previous five (5) years.

Label file as "**Submittal Document 7.6. (d)**" and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be provided with the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. For verification of performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSync

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

Submittal Document 4	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 5	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.4	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.5	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.6. (a)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.6. (b)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.6. (c)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.6. (d)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submittal Document 7.7	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**SUBMITTAL SECTION 7.7****REFERENCE FORM****REFERENCE FORM - To be completed by Proposer's Client, not the Proposer****PROPOSER'S COMPANY NAME:** \_\_\_\_\_**Name of Reference Agency:** \_\_\_\_\_

Address of Reference: \_\_\_\_\_

Contact Information of Reference: \_\_\_\_\_  
Phone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

1. Reference Company      a. Type of Business \_\_\_\_\_  
   b. Estimated # of employees \_\_\_\_\_

2. Contract term - begin/end dates that Proposer has provided Services to you.

(If there were any breaks in services, please state reason and duration of the break): \_\_\_\_\_  
\_\_\_\_\_

3. Is Proposer still providing services to your agency? If not, please elaborate: \_\_\_\_\_  
\_\_\_\_\_

4. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. \_\_\_\_\_

5. When a problem is encountered is the Proposer responsive to your Agency's concerns? \_\_\_\_  
\_\_\_\_\_  
What is response time for addressing concerns? \_\_\_\_\_

6. Would you recommend Proposer for Services for BSO? \_\_\_\_\_

7. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

\_\_\_\_\_  
Name & Signature of Agency Representative\_\_\_\_\_  
Title\_\_\_\_\_  
Date

**PROPOSAL ACKNOWLEDGEMENT FORM****RLI # 20041JLS****PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

**EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.**

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

**The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.**

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.**

**Legal Company Name:**

**Electronic Signature Proposer's Authorized Representative's Name:**

**Representative's Title:**

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**



**GENERAL TERMS AND CONDITIONS**  
**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

**SECTION ONE – GENERAL**

- 1.1. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com) on or before the specified time and date on the bid document.
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal**. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

**Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.**

**Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.**

1.6 PUBLIC RECORD: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745**



**[Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL,  
BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

- 1.7 AGREEMENT PROVISIONS: Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Proposers shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the contract.
- 1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.
- 1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:
- 1.9.1 Written approval by BSO, and
- 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
- 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
- 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.
- 1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.
- 1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.
- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.
- 1.13 INSURANCE: Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

- 1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- 1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten (10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default,

neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

- 1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

- 1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is 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; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

- 1.19. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

1.19.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

1.19.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

1.19.3 No award will be made to an offeror listed on the SAM Excluded list.

- 1.20 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

#### **Test Period - Services**

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

#### **Test Period - Product**

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

## **SECTION TWO** **RLI PROCEDURES**

- 2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.
- 2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on **Lobbyist Policy**.
- 2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**
- 2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.BidSync.com](http://www.BidSync.com). Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.
- 2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.
- 2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

- 2.4. ADDENDA: In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.
- 2.5. MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS: See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.
- 2.6. REVIEW OF PROPOSALS: Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.
- 2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.
- 2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.
- 2.6.3 PRESENTATIONS/INTERVIEWS: The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

- 2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.
- 2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.
- 2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.
- 2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

- 2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.
- 2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

- 2.8 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.
- 2.9 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure**).



**AGREEMENT EXCEPTION FORM**

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- ☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Legal Company Name:**

**Electronic Signature:**

**Company's Authorized Representative:**

**Name**

**Title**

**AFFIDAVIT****RLI # 20041JLS****PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

**OR**

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

**It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.**

(Company Name)

Electronic Signature (Print Name)





## Confidentiality Agreement

RLI # 20041JLS

### PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS

**Note: To be completed by those involved in the RLI process  
and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with  
[redacted]  
an independent contractor, ("CONTRACTOR")

(Company Name)

wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has [redacted] to perform such work on  
assigned behalf of

CONTRACTOR; (Individual's Name)

WHEREAS, when performing such work and providing such services

(Individual's Name)

may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF using CONTRACTOR to perform services and for other good  
and valuable consideration [redacted] agrees as follows:

(Individual's Name)

I. Acknowledgment of Confidentiality. [redacted] hereby acknowledges that

(Individual's Name)

( ☐ he / ☐ she ) may be exposed to confidential information including, without limitation, criminal intelligence  
(Check one of the above)

information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does

not include (i) information already known or independently developed by

and/or

(Individual's Name)

(Company Name)

(ii) information in the public domain through no wrongful act of [redacted] and/or

(Company Name)

[redacted], or (iii) information received by [redacted]  
and/or  
(Individual's Name) (Company Name)  
[redacted] from a third party who was free to disclose it.  
(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, [redacted]  
(Individual's Name)  
hereby agrees that during the term of rendering services or performing work and at all times thereafter  
[redacted] shall not use, commercialize or disclose such Confidential Information to any  
(Individual's Name)  
person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as  
SHERIFF may impose.  
**IN WITNESS WHEREOF,** [redacted] executes this Confidentiality Agreement on the  
date set forth below.

(Individual's Name)

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

[redacted]  
Electronic Signature (Individual's Name)

[redacted]  
Date

[redacted]  
Witness

[redacted]  
Date



**DRUG FREE WORKPLACE CERTIFICATION**  
**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and psychological service; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

**W-9**(Rev. October 2018) Department  
of the Treasury Internal Revenue  
Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.****Print or type**  
**See Specific**  
**Instructions**  
**on page 2.**

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

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or Single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- ☐ Other (see instructions) ▶

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

Exempt Payee Code (if any)

Exemption from FATCA  
reporting code (if any)(Applies to accounts maintained outside  
the U.S.)

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

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

**Part I****Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number****Employer identification number****Part II****Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**Signature of  
U.S. person ▶

Date▶



## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

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

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See **Exempt payee code** on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see **Special rules for partnerships** above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See **Exemption from FATCA reporting code** on page 3 and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2—The United States or any of its agencies or instrumentalities
  - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5—A corporation
  - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8—A real estate investment trust
  - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11—A financial institution
  - 12—A middleman known in the investment community as a nominee or custodian
  - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G—A real estate investment trust
  - H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan
- Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

3. Custodian account of a minor (Uniform Gift to Minors Act)	individual on the account <sup>1</sup> The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor- trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,

- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



### **EQUAL BENEFITS CERTIFICATION**

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.4.4 of the Purchasing Division's Standard Operating Procedures and Section 3.5.7 of the Contract Division's Standard Operating Procedures (hereafter collectively referred to as "SOP's"); and certifies the following:

**(Please check only one below).**

- ☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.
- ☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.
- ☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**
  - ☐ The Contractor's price proposal for the initial contract term is \$100,000 or less.
  - ☐ The Contractor employs less than five (5) employees.
  - ☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.
  - ☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.
  - ☐ The Contractor does not provide benefits to employees' spouses.
  - ☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)
  - ☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

  
Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.4.4 and 3.5.7

**Contractors Shall Offer Equal Benefits for Domestic Partners:**

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
  2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
  3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
  4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
  5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
  6. "Dependent" means a person who lives within the household of a domestic partnership and is:
    - a. A biological child or adopted child of a Domestic Partner; or
    - b. A dependent as defined under IRS regulations; or
    - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:
1. The Contractor does not provide benefits to employees' spouses; or
  2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
  4. The Contractor is a governmental agency; or
  5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
  6. The Contract is for the lease of real property; or
  7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
  8. The provisions of this section would violate or be inconsistent with grant requirements; or
  9. The Contract is necessary to respond to an emergency; or
  10. The Sheriff waives the requirements of this section in the best interests of the agency.
- E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:
1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
  2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
  3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
  4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.



- F.       Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

## INSURANCE CERTIFICATE SAMPLE

### BROWARD SHERIFF'S OFFICE

#### Quick Tips

#### Understanding the Acord Certificate of Insurance

**1. PRODUCER**  
Insurance Agent/Broker who issues certificate.

**2. NAME OF INSURED**  
Must be the legal name of the contracting party.

**3. TYPES OF INSURANCE**  
Must include the types of insurance required by contract.

**4. POLICY FORM**  
"Claims made" or "occurrence" form; see below for definitions.

**5. NAMED ADDITIONAL INSURED**  
The Broward Sheriff's Office must be named additional insured as written.

**6. CERTIFICATE HOLDER**  
Must be The BROWARD SHERIFF'S OFFICE

**7. POLICY EFFECTIVE DATE**  
Must be prior to or coincidental with effective date of contract.

**8. POLICY EXPIRATION DATE**  
If occurrence form, date must be on or after termination of contract.

**9. LIMITS OF INSURANCE**  
Must be the same or greater than required by the contract and bid documents.

**10. DESCRIPTION OF OPERATIONS**  
name additional insured here; place & event sometimes described here.

**11. NOTICE OF CANCELLATION**  
Must be modified as indicated; 60 days required.

**12. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

**ACORD . CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY) **01/01/09**

**PRODUCER**  
Bill Jones Insurance Agency  
License #0C32505  
40 E. Main St., Ste. 1100  
FT. LAUDERDALE, FL 33312  
Ph. #: 800/693-005

**INSURED**  
XYZ COMPANY  
P. O. Box 41229  
FT. Lauderdale, FL 33312

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A	TRAVELERS INDEMNITY OF WISCONSIN
COMPANY LETTER	B	RELIANCE INSURANCE OF PENNSYLVANIA
COMPANY LETTER	C	STATE INSURANCE COMPANY
COMPANY LETTER	D	
COMPANY LETTER	E	

**COVERAGES**

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

COUNTY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL RISKS	COVERAGE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE COMMERCIAL CONTRACTORS PROTECT	NQA0105086-09	10/01/08	10/31/09			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> HIREN (TOS) <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	105081-RJR	11/01/08	10/31/09			
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA OTHER THAN UMBRELLA FORM	46699898	11/01/08	10/31/09			
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY OTHER	JKA010-9087654	11/01/08	10/31/09			

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

**CERTIFICATE HOLDER**  
THE BROWARD SHERIFF'S OFFICE  
2601 W BROWARD BLVD  
FT LAUDERDALE, FL 33312  
ATTN: CONTACT PERSON

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~MAIL~~ MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO CANCELLATION LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE  
**Bill Jones**

ACORD 25-S (3/88) ©ACORD CORPORATION 1988

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

***Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office***

**NON-COLLUSION CERTIFICATE**

I, , representing  
 (name of corporation/partnership/agency hereinafter known as  
"Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and  
I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of  
Solicitation No: , Solicitation Title:   
("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the  
other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not  
sham or collusive or made in the interest or on behalf of any person not therein named, and that the  
Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal,  
or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner  
sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers  
thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement,  
or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect  
ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include  
brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By:

Signature

 20 

Date

Printed Name and Title

Federal Employer Identification Number



**SCRUTINIZED COMPANY CERTIFICATE  
RLI # 20041JLS**

**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

I, , representing  (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation Title:  ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is 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, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By:   20   
Signature Date

Printed Name and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

**SAMPLE DO NOT SIGN****AGREEMENT****by and between****BROWARD SHERIFF'S OFFICE****and**

**THIS AGREEMENT** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Broward Sheriff's Office (hereinafter referred to as "SHERIFF") and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

**WHEREAS**, SHERIFF issued RLI #20041JLS for Pharmaceuticals for BSO Fire Rescue Regional Logistics ("Solicitation") attached hereto and marked as Exhibit A and incorporated by reference; and

**WHEREAS**, CONTRACTOR submitted its response to the Solicitation attached hereto and marked as Exhibit B and incorporated herein by reference; and

**WHEREAS**, SHERIFF has selected CONTRACTOR as a responsive and responsible bidder qualified to perform pharmaceutical services during the term of this Agreement; and

**IN CONSIDERATION** of the mutual terms and conditions contained herein, SHERIFF and CONTRACTOR covenant and agree as follows:

**SECTION I**  
**SCOPE OF SERVICES**

1.1 CONTRACTOR is hereby retained to perform services in utilizing its expertise in the area of pharmaceutical services pursuant to the Solicitation and CONTRACTOR'S response thereto, as identified in Exhibit A attached hereto and incorporated herein (Solicitation a.k.a. Statement of Work ("SOW")).

1.2 This is a non-exclusive agreement. CONTRACTOR understands and acknowledges that the SHERIFF reserves the right to use multiple CONTRACTORS to provide pharmaceutical services. There are no assurances of any work or solicitations for the same shall be made by SHERIFF to CONTRACTOR. The use of CONTRACTOR or any other CONTRACTOR shall be in the sole discretion of the SHERIFF.

1.3 If there is a conflict between the terms contained in this document and any of its exhibits, then in order of preference, the terms of this document control and then Exhibit A shall control over all other exhibits.

## **SECTION II**

### **MANNER OF PERFORMANCE**

2.1 CONTRACTOR shall perform all services to the utmost professional standards.

2.2 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

2.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed within a reasonable timeframe but not later than as requested by SHERIFF. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

2.4 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

2.5 Time is of the essence in the CONTRACTOR'S performance of this Agreement and all work required in the Statement of Work applicable to CONTRACTOR.

## **SECTION III**

### **TERM**

This Master Agreement shall commence on \_\_\_\_\_, 2020 *nunc pro tunc*, and shall continue in full force and effect until September 30, 2023 unless extended in writing by both parties upon mutually acceptable terms and conditions or unless otherwise extended by the parties, or terminated in accordance with Section XIV of this Agreement. This Agreement may be renewed for two (2) one-year renewal periods at the option of the SHERIFF and upon the same terms and conditions herein.

## **SECTION IV**

### **WORK SCHEDULE**

CONTRACTOR and SHERIFF shall perform their respective obligations pursuant to this Agreement as set forth herein and contained in the applicable Statement of Work.

## **SECTION V**



**SAMPLE DO NOT SIGN****ADDITIONAL SERVICES OR CHANGES IN STATEMENT OF WORK**

5.1 CONTRACTOR and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete its services and provide the Deliverables. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the services or Deliverables required, in CONTRACTOR'S opinion, outside the level of effort originally anticipated in the Statement of Work, whether or not the Statement of Work identifies the work items, CONTRACTOR shall notify SHERIFF in writing in a timely manner.

**SECTION VI**  
**CONSIDERATION**

6.1 CONTRACTOR shall provide the services contemplated herein at the list prices specifically in Exhibit B, for the total consideration agreed to unless the parties agree in writing to lower list prices.

6.2 SHERIFF shall pay CONTRACTOR in accordance with the payment schedule set forth in the applicable Purchase Order. CONTRACTOR shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, and [accounts\\_payable@sheriff.org](mailto:accounts_payable@sheriff.org) identifying the Purchase Order Number, nature of the work performed, the total hours of work performed, and the associate employee category of the individuals performing same. Invoices shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by the SHERIFF is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of project fees and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense identifiable to the project. Internal expenses must be documented by appropriate CONTRACTOR's cost accounting forms with a summary of charges by category. When requested, CONTRACTOR shall provide backup for past and current invoices that records hours and project fees by associate category, Reimbursables by category, and total fees on a task basis, so that total hours and costs by task may be determined.

6.3 SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

6.4 CONTRACTOR recognizes that funding for SHERIFF requirements, including the funding for monies to pay for Purchase orders issued hereunder, is done on a budget year basis, October 1 through September 30. CONTRACTOR further recognizes that the County Commission is the authority which establishes, allocates or otherwise provides for SHERIFF's budget year funding. If in any budget year, funding, for any reason, is not

provided for the monetary obligations of SHERIFF under this Agreement, then this Agreement and or any effected Purchase Orders, and payment obligations may be terminated by SHERIFF without penalty or further payment to CONTRACTOR therefore, except SHERIFF shall pay for work and services performed, and expenses and other charges incurred, prior to termination. In the event of non-appropriation, the SHERIFF will provide CONTRACTOR with at least thirty (30) days prior written notice.

## **SECTION VII** **REIMBURSABLES**

7.1 CONTRACTOR may submit invoices for reimbursable expenses in accordance with paragraph 6.2 no more often than on a monthly basis, but only after such reimbursable expenses have been incurred by CONTRACTOR.

7.2 Any request for reimbursement of expenses in excess of the amount designated in the applicable Task Order must be approved by SHERIFF in their sole discretion, and set forth in writing.

## **SECTION VIII** **EXPENSES**

Except as provided in Section VII, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF.

## **SECTION IX** **LIQUIDATED DAMAGES**

If noted in the applicable Purchase Order, the following provision shall apply:

A. If the services and Deliverables identified in the Statement of Work are not completed and ready for acceptance as of the date set forth in the Statement of Work, CONTRACTOR shall be subject to making the payments of liquidated damages to SHERIFF at the rates and amounts agreed to and set forth in the applicable Purchase Order.

B. The agreed to rates shall apply per day not as penalty or forfeiture, but as liquidated damages to SHERIFF because of such default by CONTRACTOR. The liquidated damages may be deducted from payments due or to become due to CONTRACTOR under the applicable Purchase Order. In no event shall the Liquidated Damages exceed the Maximum Liquidated Damages agreed to and stated in the Purchase Order. Notwithstanding the above, SHERIFF may, at its sole option, declare this Agreement in default and terminate this Agreement pursuant to Section XX.

## **SECTION X**

**SAMPLE DO NOT SIGN****ACCEPTANCE OR REJECTION OF SERVICES AND DELIVERABLES**

SHERIFF OR SHERIFF'S Fire Rescue representative or designee may withhold acceptance of or reject any goods which are found upon examination to not meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) business days by the Vendor at the Vendor's expense.

**SECTION XI**  
**WARRANTIES AS TO THE GOODS**

11.1 Unless specified otherwise in the Purchase Order, CONTRACTOR warrants that the services and deliverables being performed under this Agreement by CONTRACTOR which include, but not limited to software, codes, scripts, programs, processes and data (hereinafter referred to as "Goods" within this section) shall be free from defects in material and manufacturing which would prevent the Goods from operating or performing in accordance with the applicable documentation for a period of twelve (12) months from the date of Final Acceptance. For purposes of this Agreement, Goods shall include all hardware, software, documentation and any other deliverables provided by CONTRACTOR pursuant to this Agreement.

11.2 All Goods or parts thereof shall be replaced free of charge during the warranty period and the labor to replace defective Goods or parts thereof shall be provided at no additional cost to SHERIFF. In the event of a defect, malfunction, or failure to conform to applicable Documentation, CONTRACTOR, at its sole option, shall either make replace parts or replace the Goods. In the event of repeated similar malfunctions to a component, CONTRACTOR shall replace the item. This warranty is void if:

- a. Goods are used by SHERIFF in other than the manner specified in the applicable Documentation;
- b. Malfunction is due to neglect or damage by SHERIFF; or
- c. Unauthorized alterations have been made by SHERIFF.

If authorized by the third party manufacturers, CONTRACTOR hereby assigns to SHERIFF all third party manufacturers' warranties with respect to the Goods copies of which have or shall be provided to SHERIFF. CONTRACTOR represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

11.3 CONTRACTOR represents and warrants that, at the time of entering into this Agreement, no claims have been asserted or action or proceeding brought against CONTRACTOR which alleges that all or any part of the services, deliverables, software, scripts, codes, processes, calculations, formulas, work-flows, data and alike provided under this Agreement (including any customization or interface) or use thereof by CONTRACTOR, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is CONTRACTOR aware of any such potential claim. CONTRACTOR also represents and warrants that its

Services and Deliverables to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party. In the event of a breach of this representation and warranty, CONTRACTOR shall be responsible for and pay Client for any and all actual harm, injury, damages, costs and expenses incurred by SHERIFF by reason of the breach including as provided in the Indemnification provisions in the Agreement.

## **SECTION XII**

### **WARRANTY REGARDING VIRUSES**

12.1 Prior to performing any CONTRACTOR'S services, deliverables, software, formulas, calculations, work-flows, codes, scripts and data and processes, CONTRACTOR shall use commercially available industry acceptable anti-virus software to detect viruses in said deliverables/items or upon any media on which such deliverables/items is provided to SHERIFF.

12.2 CONTRACTOR also represents and warrants that, at the time CONTRACTOR'S software, codes, scripts, formulas, calculations, work-flows, data and processes are delivered to SHERIFF, no portion of such or the media upon which it is stored has any type of undocumented software routines or other elements which is intentionally designed to permit, allow or cause any of the following:

- a. Unauthorized access to or intrusion upon;
- b. Disabling of;
- c. Erasure of; or
- d. Interference with

any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty, CONTRACTOR shall pay for, and/or remedy or correct any damages, harm or malfunctions caused by a breach of the above at no cost to SHERIFF.

## **SECTION XIII**

### **WORK FOR HIRE**

13.1 Ownership of Custom Work Products. "Custom Work Products" means all finished or unfinished documents, data, scripts, codes, formulas, data, calculations, programs, software, processes, configuration files, processes, work-flows, templates, studies, maps, models, photographs, reports, other work products, or any portions or derivatives thereof, (including all information, ideas, results, data, improvements, developments, functional and technical designs, routines, subroutines, data diagrams and other work products) created by CONTRACTOR after the date of complete execution of this Agreement which are the result of, or derived from, any of the services provided by CONTRACTOR in furtherance of the work performed under any Task Order or Statement of Work, or other services rendered to SHERIFF hereunder. "Custom Work Products" also means application software or computer programs, documentation and technical

## **SAMPLE DO NOT SIGN**

information or any portions thereof, finished or unfinished, (including any project specific information, ideas, results, data, improvements, developments, functional and technical designs, routines, subroutines, modules, flowcharts, data diagrams, and documentation), created by CONTRACTOR after the date of complete execution of this Agreement which are the result of the Services provided by CONTRACTOR in furtherance of any Task Order or Statement of Work performed for SHERIFF, or services rendered to SHERIFF hereunder. For the purposes of this Agreement, SHERIFF shall own all right, title, and interest to all Custom Work Products which are clearly identified as deliverables in a task Order and/or Statement of Work. CONTRACTOR expressly acknowledges and agrees that the Custom Work Products shall be deemed to constitute "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) and, alternatively, CONTRACTOR hereby exclusively and irrevocably assigns all ownership or other rights CONTRACTOR might have in Custom Work Products to SHERIFF. Without limiting the foregoing, CONTRACTOR shall: (a) assign and transmit all Custom Work Products only to SHERIFF; (b) regard the Custom Work Products as SHERIFF'S exclusive property; and (c) maintain the Custom Work Products as confidential and shall not disclose the same to any other person or entity without SHERIFF'S Contract Administrator's prior written consent. Without limiting the foregoing, it is understood and agreed that SHERIFF'S representatives may assign, transfer or otherwise convey the Custom Work Products to others without restriction. Where applicable, CONTRACTOR will provide SHERIFF with the source code and object code for Custom Work Products upon Final Acceptance of the System or within thirty (30) calendar days after receipt of a written request by the SHERIFF, whichever date is earlier.

13.2 If any services or Deliverables contain third party licenses not directly obtained by SHERIFF, those licenses shall be assigned to SHERIFF by CONTRACTOR upon completion of the Agreement, at no additional cost above that which is represented in the Statement of Work.

13.3 To the extent that this Agreement should be deemed to not be a work for hire agreement, CONTRACTOR agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and in all work product, deliverables and/or Custom Work Products. CONTRACTOR agrees to execute any documents necessary to document such assignment. Additionally, CONTRACTOR shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF.

## **SECTION XIV** **RECORDS**

14.1 CONTRACTOR shall keep such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which CONTRACTOR expects to be paid. All books and records relative to services under this Agreement will be available at all reasonable times for examination and audit by SHERIFF and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by CONTRACTOR in accordance with such statutes.

14.2 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

In the event CONTRACTOR receives a public records request related to this agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records. For purposes of this section, SHERIFF is considered the "public agency".

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920.**

**SAMPLE DO NOT SIGN****SECTION XV**  
**SUBCONTRACTORS**

CONTRACTOR shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of SHERIFF, such approval not to be unreasonably withheld, nor shall CONTRACTOR be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of SHERIFF.

**SECTION XVI**  
**CRIMINAL HISTORY**

16.1 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

16.2 CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

**SECTION XVII**  
**EMPLOYMENT RESPONSIBILITY**

17.1 Any employees utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed employees of CONTRACTOR, not of SHERIFF.

17.2 Accordingly, CONTRACTOR shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee fringe benefits.

17.3 SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against a liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representative, designee, or servants during the performance of the services, duties, and responsibilities contemplated herein.

17.4 CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

17.5 CONTRACTOR shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind SHERIFF.

17.6 CONTRACTOR will be responsible for having its employees complete and submit data forms required to obtain clearance prior to entering any jail facilities. Such forms shall be provided by SHERIFF.

17.7 CONTRACTOR agrees to abide by all of the security policies, rules, and regulations promulgated by the SHERIFF, and provided in writing to CONTRACTOR.

### **SECTION XIII** **PAYMENT OF TAXES**

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its employees, agents, or servants.

### **SECTION XIV** **TERMINATION**

19.1 The Contract may be terminated upon the following events:

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement or a specific Purchase Order may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement or a specific Purchase Order without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event any regulatory or accrediting organization finds a deficiency, then SHERIFF may, in its sole discretion, send CONTRACTOR written notice of deficiency. If CONTRACTOR fails to rectify the deficiency within thirty (30) calendar days from the date of the receipt of notice of the deficiency, then SHERIFF, in its sole discretion, may terminate this Agreement or a specific Purchase Order.

In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement or specific Purchase Order immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the Sheriff's policies and procedures, or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) calendar days written notice of termination of this Agreement or a specific Purchase Order. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new agreement or Purchase Order in this event.



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Immediate Termination by SHERIFF. SHERIFF, in the Sheriff's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

- a) CONTRACTOR's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR's violation or non-compliance with Nondiscrimination Section of this Proposal; or
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Section of this Proposal.

19.2 Upon termination of this Agreement or any specific Purchase Order for any reason, including expiration, CONTRACTOR shall place no further orders nor enter into subcontracts for materials or services unless it is necessary. Copies of any orders or subcontracts shall be given to the Contract Administrator. CONTRACTOR shall satisfy all of its debts and obligations incurred at all of the Facilities arising under this Agreement or applicable Purchase Order or during the term of this Agreement or applicable Purchase Order.

19.3 Neither the expected termination nor the expiration of this Agreement or Purchase Order shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement or Purchase Order until the date of termination.

19.4 The parties understand and acknowledge that the termination of any Purchase Order shall not terminate this Master Agreement or any other Purchase Order, unless set forth therein.

19.5 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this proposal shall survive the termination or expiration of this Agreement.

**SECTION XX**  
**CIVIL RIGHTS REQUIREMENTS**

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. CONTRACTOR shall take affirmative action to ensure that BSO families and their families, applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression marital status or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all

subcontractors and Independent Contractors are not in violation of the terms of this Section.

## **SECTION XXI** **CONFIDENTIALITY**

21.1 To the extent permitted by law, CONTRACTOR or its employees shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief.

21.2 CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this Agreement and Purchase Order and shall have each and every employee, agent, representative, student and volunteer providing services pursuant to this Agreement, sign the Confidentiality Statement attached hereto as Exhibit C.

## **SECTION XXII** **INDEMNIFICATION**

22.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and, at the option of SHERIFF counsel, defend or pay for an attorney selected by SHERIFF counsel to defend the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement.

22.2 CONTRACTOR shall inform Sheriff in advance of planned actions and/or conduct related to CONTRACTOR's handling of any such action or claim. Sheriff shall inform CONTRACTOR of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

22.3 Sheriff shall not be liable for and CONTRACTOR agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

22.4 Nothing in the resulting Agreement is intended nor shall it be construed or

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interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

22.5 The above indemnification provision shall survive the expiration or termination of this Agreement.

**SECTION XXIII**  
**INSURANCE**

23.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

23.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

23.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

23.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

a. CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

1. Workers' Compensation. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.

2. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. Professional Liability (Errors and Omissions) Insurance. CONTRACTOR shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three million dollars (\$3,000,000). If the CONTRACTOR has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
4. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One million (\$1,000,000) Dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
5. Employee Fidelity Insurance. CONTRACTOR shall carry Employee Fidelity Insurance with minimum limit of one million (\$1,000,000) Dollars plus five million (\$5,000,000) excess.
6. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

23.5 CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contracts Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Article prior to award of the contract, and, at any time thereafter, upon request by the SHERIFF.

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23.6 CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least thirty (30) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn.: Contracts Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

23.7 If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement.

Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

23.8 If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

23.9 The provisions of this Article shall survive the expiration or termination of this Agreement.

23.10 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. SHERIFF, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

**SECTION XXIV**  
**PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted CONTRACTOR list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list.

CONTRACTOR's execution of this Agreement acknowledges CONTRACTOR's representation that it has not been placed on the convicted CONTRACTOR list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

## **SECTION XXV** **ASSIGNMENT**

25.1 Neither this Agreement nor any interest herein, except for the right of monies due under this Agreement to CONTRACTOR, shall be assigned, transferred, or encumbered by CONTRACTOR. CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by SHERIFF in writing.

25.2 CONTRACTOR represents that all persons delivering the services required by this Agreement on behalf of CONTRACTOR have the knowledge and skills, either by training, experience, education, or a combination thereof, to perform the duties, obligations, and services set forth in this Agreement.

25.3 CONTRACTOR shall perform the services and provide the Deliverables in accordance with the requirements of this Agreement and in a manner similar to that of others providing like services and Deliverables in the industry.

25.4 CONTRACTOR shall not employ any subcontractor against whom SHERIFF may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

25.5 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor. SHERIFF may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.

## **SECTION XXVI** **DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit D and incorporated herein.

## **SECTION XXVII** **NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

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Notices shall be addressed as follows:

Thomas O'Connell  
Division Chief/BSO Fire Rescue Logistics  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

For CONTRACTOR:


**SECTION XXVIII**  
**AGREEMENT TERMS TO BE EXCLUSIVE**

This written Agreement, including any Schedules referred to herein, contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

**SECTION XXIX**  
**WAIVER OR MODIFICATION OF AGREEMENT**

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

**SECTION XXX**  
**AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA**

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

**SECTION XXXI**  
**SURVIVORSHIP OF BENEFITS**

The terms and conditions of this Agreement shall be binding upon CONTRACTOR, CONTRACTOR's executors, administrators, heirs, personal representatives, successors and assigns.

**SECTION XXXII**  
**[Reserved]**

**SECTION XXXIII**  
**MISCELLANEOUS**

33.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

33.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

33.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

33.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

33.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

33.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall



**SAMPLE DO NOT SIGN**

include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

33.7 Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God; accident, death, labor disputes, injury or illness of key personnel; acts, omissions and defaults of third parties and governmental and judicial action not the fault of the party causing such failure or delay in performance.

33.8 Should a dispute arise between the parties under or relating to this Agreement, or any Purchase Order or Statement of Work, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties' will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) business days, either may, upon written notice to the other party, require that the dispute be submitted to more senior representatives within each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

33.9 All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity, insurance, and SHERIFF's obligations to pay CONTRACTOR for services rendered and expenses incurred, shall survive the completion of the Services or any termination of this Agreement.

33.10 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

AGREEMENT BY AND BETWEEN THE BROWARD SHERIFF'S OFFICE AND

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement on the date(s) set

forth below:



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Date \_\_\_\_\_

Federal Employer ID#: \_\_\_\_\_

**BROWARD SHERIFF'S OFFICE**

\_\_\_\_\_  
Fire Chief, Joseph R. Fernandez  
Fire Rescue & Emergency Services Department

Date \_\_\_\_\_

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By \_\_\_\_\_  
Terrence Lynch,  
General Counsel/Executive Director  
Office of the General Counsel

Date \_\_\_\_\_

**EXHIBIT A**

**SAMPLE DO NOT SIGN**

**RLI # 20041JLS**

**PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

Sample Do Not Sign

**EXHIBIT B**

**CONTRACTOR'S PROPOSAL TO RLI #20041JLS**

**PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

Sample Do Not Sign

**EXHIBIT C**

**CONFIDENTIALITY AGREEMENT**

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an Agreement with [REDACTED], ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF;

WHEREAS, CONTRACTOR has assigned \_\_\_\_\_

**SAMPLE DO NOT SIGN**

("CONTRACTOR's Employee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR's Employee may receive confidential information related to the business of the SHERIFF; and

WHEREAS, when performing such work and providing such services CONTRACTOR's Employee will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR's Employee to perform services and for other good and valuable consideration CONTRACTOR's Employee agrees as follows:

I. Acknowledgment of Confidentiality. CONTRACTOR's Employee hereby acknowledges that CONTRACTOR's Employee may be exposed to confidential information related to applicants or information related to the business of the SHERIFF including, without limitation, undercover vehicle information, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, CONTRACTOR's Employee hereby agrees that during the term of rendering services or performing work and at all times thereafter CONTRACTOR's Employee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing or as required by law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

\_\_\_\_\_  
Employee/Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT D**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned CONTRACTOR hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture,

distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The CONTRACTOR's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**SAMPLE DO NOT SIGN**\_\_\_\_\_  
(CONTRACTOR Signature)\_\_\_\_\_  
(Company Name)\_\_\_\_\_  
(Print Name)\_\_\_\_\_  
(Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this \_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ . He/She is personally known to me or has produce \_\_\_\_\_ as identification.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Print Name)\_\_\_\_\_  
(Title or rank)\_\_\_\_\_  
(Serial number, if any)

My commission expires: \_\_\_\_\_

## **Question and Answers for Bid #20041JLS - PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

### **Overall Bid Questions**

There are no questions associated with this bid.



**EXHIBIT B**

**CONTRACTOR'S LIST PRICES AND PROPOSAL TO RLI #20041JLS  
PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

**Medline Industries, Inc.**

Bid Contact **Lucas McGovern**  
**GovBids@medline.com**  
**Ph 847-643-4928**

Address **Three Lakes Drive**  
**Northfield, IL 60093**

Supplier Code 240705

Bid Notes **Please note that Medline's sold as UOM/pricing is located in the notes. However, pricing was broken down by the UOM per the entities request. Please review all attached documents and any exceptions, in regards to pricing terms.**

**We tried uploading the submittals portion, however, there is nowhere to upload the document, so all the documentation has been uploaded to the last item in the bid.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
20041JLS--01-01	Vial: NDC # 0409-6629-02	<b>Supplier Product Code:</b> 0409-6629-02  <b>Supplier Notes:</b> 25 EA/BX=\$547.13 QUELICIN/SUCCINYL 20MG/ML MDV25X10ML	<b>First Offer - \$21.89</b>	150 / each	<b>\$3,283.50</b>	<b>Y</b>
		<b>Supplier Product Code:</b> 0409-6629-02  <b>Supplier Notes:</b> 25 EA/BX=\$547.13 QUELICIN/SUCCINYL 20MG/ML MDV25X10ML	<b>Alt 1 - \$21.89</b>	150 / each	<b>\$3,283.50</b>	<b>Y</b>

20041JLS--01-02	Vial: NDC # 63323-064-04	<b>Supplier Product Code:</b> 63323-064-11	<b>First Offer - \$1.90</b>	500 / each	<b>\$950.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX= \$47.58  
MAGNESIUM SULF 50% SDV  
25X10ML

**Supplier Product Code:** 63323-064-11

**Supplier Notes:** 25 EA/BX= \$47.58  
MAGNESIUM SULF 50% SDV  
25X10ML

20041JLS--01-03	Vial: NDC # 0409-8060-29	<b>Supplier Product Code:</b> 55150-222-20	<b>First Offer - \$4.89</b>	1000 / each	<b>\$4,890.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 10 EA/BX=\$48.94 ETOMIDATE 2MG/ML SDV 10X20ML						

20041JLS--01-04	Vial: NDC #	<b>Supplier Product Code:</b> BMGP5942	<b>First Offer - \$6.99</b>	1000 / each	<b>\$6,990.00</b>	<b>Y</b>
	0409-2308-02					

**Supplier Notes:** 24 EA / CS=\$167.96  
MBO-SOL,0.4 PERC LIDOCN HCL/5  
PERC DEX

**Supplier Product Code:** BMGP5942

<b>Alt 1 - \$6.99</b>	1000 / each	<b>\$6,990.00</b>	<b>Y</b>
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**Supplier Notes:** 24 EA / CS=\$167.96  
MBO-SOL,0.4 PERC LIDOCN HCL/5  
PERC DEX

20041JLS--01-05	Vial: NDC # 0409-6625-02	<b>Supplier Product Code:</b> 0409-6625-02	<b>First Offer - \$10.34</b>	1500 / each	<b>\$15,510.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 25 EA/BX=\$258.46 SODIUM BICARBONATE 8.4% SDV 25X50ML						
		<b>Supplier Product Code:</b> 0409-6625-02	<b>Alt 1 - \$10.34</b>	1500 / each	<b>\$15,510.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 25 EA/BX=\$258.46 SODIUM BICARBONATE 8.4% SDV 25X50ML						

20041JLS--01-06	Vial: NDC # 0009-0047-25	<b>Supplier Product Code:</b> 0009-0047-22	<b>First Offer - \$8.63</b>	700 / each	<b>\$6,041.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 25 EA/BX= \$215.72 SOLU-MEDROL 125MG PF AOV SDV 25X2ML						

20041JLS--01-07	Vial: NDC # 17478-937-05	<b>Supplier Product Code:</b> 0409-1171-01	<b>First Offer - \$2.86</b>	2000 / each	<b>\$5,720.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 10 EA/BX MBO-DILTIAZEM HCL 5MG/ML SDV 10X5ML						

20041JLS--01-08	Vial: NDC # 0641-6006-10	<b>Supplier Product Code:</b> 0641-6006-10	<b>First Offer - \$38.77</b>	200 / each	<b>\$7,754.00</b>	<b>Y</b>
<b>Supplier Notes:</b> 10 EA/BX=\$387.63 ATROPINE 0.4MG/ML MDV 10X20ML						

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20041JLS--01-09	Vial: NDC # 60977-141-01	<b>Supplier Product Code:</b> 60977-141-01	<b>First Offer - \$90.87</b>	20 / each	<b>\$1,817.40</b>	<b>Y</b>
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**Supplier Notes:** 6 EA/BX=\$545.24

PROTOPAM 1GM SDV 6/BX

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20041JLS--01-10	Vial: NDC # 17478-542-02	<b>Supplier Product Code:</b> 17478-542-02	<b>First Offer - \$3.50</b>	1000 / each	<b>\$3,500.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$35.03

ADENOSINE 3MG/ML SDV 10X2ML

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20041JLS--01-11	Vial: NDC # 63323-651-04	<b>Supplier Product Code:</b> 63323-651-04	<b>First Offer - \$23.49</b>	1000 / each	<b>\$23,490.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$234.93

ADENOSINE 3MG/ML SDV 10 X 4ML



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20041JLS--01-12	Vial: NDC # 42023-168-01	<b>Supplier Product Code:</b> 42023-168-01	<b>First Offer - \$266.07</b>	1000 / each	<b>\$266,070.00</b>	<b>Y</b>
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**Supplier Notes:**  
ADRENALIN 1MG/ML MDV 30ML

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20041JLS--01-13	Vial: NDC # 63323-064-03	<b>Supplier Product Code:</b> 63323-064-03	<b>First Offer - \$1.74</b>	1000 / each	<b>\$1,740.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX=\$43.55  
MAGNESIUM SULF 50% SDV 25X2ML

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20041JLS--01-14	Vial: NDC #	<b>Supplier Product Code:</b> 55150-235-	<b>First Offer - \$4.68</b>	250 / each	<b>\$1,170.00</b>	<b>Y</b>
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47335-931-44 10

**Supplier Notes:** 10 EA/BX=\$46.83MBO-VECURONIUM BROMIDE  
10MG VL 10/BX

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20041JLS--01-15	Vial: NDC #	<b>Supplier Product Code:</b> 0409-1219-01	<b>First Offer - \$133.13</b>	1600 / each	<b>\$213,008.00</b>	<b>Y</b>
	0409-1219-01					

**Supplier Notes:** 25  
EA/CS=\$3,328.28  
NALOXONE HCL 0.4MG/ML MDV  
25X10ML

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20041JLS--01-16	Vial: NDC #	<b>Supplier Product Code:</b> ABB0488820	<b>First Offer - \$1.26</b>	200 / each	<b>\$252.00</b>	<b>Y</b>
	0409-4888-20					

**Supplier Notes:** 25 EA/BX=\$31.48SODIUM CHLORIDE 0.9% SDV  
25X20ML

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20041JLS--01-17	Vial: NDC # 63323-474-01	<b>Supplier Product Code:</b> 63323-474-01	<b>First Offer - \$160.79</b>	300 / box	<b>\$48,237.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX  
HALOPERIDOL LAC 5MG/ML SDV  
25X1ML

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20041JLS--01-18	Vial: NDC # 0409-3375-04	<b>Supplier Product Code:</b> 0409-3375-04	<b>First Offer - \$22.94</b>	140 / each	<b>\$3,211.60</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX= \$229.44  
LEVOPHED 1MG/ML SDV 10X4ML

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20041JLS--01-19	Vial: NDC # 0409-9104-20	<b>Supplier Product Code:</b> 0409-9104-20	<b>First Offer - \$2.43</b>	700 / each	<b>\$1,701.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX=\$60.69  
MBO-DOPAMINE HCL 40MG/ML  
SDV 25X10ML

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20041JLS--01-20	Vial: NDC # 63323-616-03	<b>Supplier Product Code:</b> 63323-616-03	<b>First Offer - \$1.55</b>	2500 / each	<b>\$3,875.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX=\$38.73  
MBO-AMIODARONE HCL 50MG/ML  
SDV 25X3ML

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20041JLS--01-21	Vial:NDC # 0409-9094-22				<b>No Bids</b>	
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20041JLS--01-22	Vial: NDC # 0409-4755-03	<b>Supplier Product Code:</b> 0409-4755-03	<b>First Offer - \$0.50</b>	1500 / each	<b>\$750.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX=\$12.41  
  
ONDANSETRON 2MG/ML SDV  
25X2ML

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20041JLS--01-23	Vial: NDC # 0409-4887-10	<b>Supplier Product Code:</b> ABB048871010Z	<b>First Offer - \$0.94</b>	300 / each	<b>\$282.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX=\$23.51

STERILE WATER FOR INJ SDV  
25X10ML

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20041JLS--01-24	Vial: NDC # 0409-6695-01	<b>Supplier Product Code:</b> 0409-6695-01	<b>First Offer - \$6.42</b>	1000 / each	<b>\$6,420.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$64.16  
MBO-AMIDATE 2MG/ML SDV  
10X10ML

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20041JLS--01-25	Vial: NDC # 0409-2290-31	<b>Supplier Product Code:</b> 0409-2290-31	<b>First Offer - \$2.05</b>	1000 / each	<b>\$2,050.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$20.50

MBO-DIPHENHYDRAMINE 50MG/ML  
PFS 10X1ML

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20041JLS--01-26	Vial: NDC # 0409-3796-01	<b>Supplier Product Code:</b> 0409-3796-01	<b>First Offer - \$1.70</b>	1000 / each	<b>\$1,700.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX= \$42.62  
KETOROLAC TRO 30MG/ML SDV  
25X2ML

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20041JLS--01-27	Vial: NDC # 0409-3796-19	<b>Supplier Product Code:</b> 0409-3796-19	<b>First Offer - \$1.70</b>	150 / each	<b>\$255.00</b>	<b>Y</b>
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**Supplier Notes:** 25 EA/BX= \$42.62  
KETOROLAC TRO 30MG/ML SDV  
25X2ML

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20041JLS--01-28	Vial: NDC # 0409-9558-10	<b>Supplier Product Code:</b> 0409-9558-10	<b>First Offer - \$7.11</b>	100 / each	<b>\$711.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$71.08  
ROCURONIUM BROM 10MG/ML

MDV 10X10ML

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20041JLS--01-29	Vial: NDC # 63323-563-10	<b>Supplier Product Code:</b> 63323-563-10	<b>First Offer - \$21.56</b>	50 / each	<b>\$1,078.00</b>	<b>Y</b>
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**Supplier Notes:** TRANEXAMIC ACID  
100MG/ML SDV 10X10ML  
10 EA/BX= \$215.60

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20041JLS--01-30	Vial: NDC # 0065-0741-14	<b>Supplier Product Code:</b> 0065-0741-14	<b>First Offer - \$134.51</b>	300 / each	<b>\$40,353.00</b>	<b>Y</b>
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**Supplier Notes:**  
TETRACAINE HCL 0.5% UD OPH  
SOLN 12X4ML

Lot Total **\$672,809.50**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
20041JLS--02-01	Saline: NDC # 0338-54206-20	<b>Supplier Product Code:</b> BHL2F7113CS <b>Supplier Notes:</b> 18 EA / CS=\$76.28 MBO- WATER,STERLE,IRRG,USP,500ML,BOTTLE	<b>First Offer - \$4.23</b>	960 / each	<b>\$4,060.80</b> Y
20041JLS--02-02	Saline: NDC # 0338-0049-02	<b>Supplier Product Code:</b> BHL2B1322Q <b>Supplier Notes:</b> SOLUTION,SOD CHL,0.9%,250ML,INJ,BAG 36 BG / CS=\$146.38	<b>First Offer - \$4.06</b>	1440 / each	<b>\$5,846.40</b> Y
20041JLS--02-03	Saline: NDC # 0338-0049-01	<b>Supplier Product Code:</b> BXF2B1324X <b>Supplier Notes:</b> SOLUTION,SODIUM CHLORIDE,0.9%,1000ML 14 EA / CS=\$22.96	<b>First Offer - \$1.64</b>	960 / each	<b>\$1,574.40</b> Y



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20041JLS--02-04	Saline: NDC # 0338- 0049-48	<b>Supplier Product Code:</b> BXF2B1324X  <b>Supplier Notes:</b> 14 EA / CS=\$22.96 SOLUTION,SODIUM CHLORIDE,0.9%,1000ML	<b>First Offer - \$1.64</b>	2880 / each	<b>\$4,723.20</b>	<b>Y</b>
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20041JLS--02-05	Saline: NDC # 0409- 4888-10	<b>Supplier Product Code:</b> ABB048881010Z  <b>Supplier Notes:</b> SODIUM CHLORIDE 0.9% SDV 25X10ML 25 EA/BX=\$21.81	<b>First Offer - \$0.87</b>	15000 / each	<b>\$13,050.00</b>	<b>Y</b>
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20041JLS--02-06	Saline: NDC # 0409- 7984-13	<b>Supplier Product Code:</b> BHL2B1307  <b>Supplier Notes:</b> 96 BG / CS=\$257.19 SOLUTN,SODIUM CHLOR,INJ,0.9%,100 ML	<b>First Offer - \$2.67</b>	19200 / each	<b>\$51,264.00</b>	<b>Y</b>
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Lot Total **\$80,518.80**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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20041JLS--03-01	PFS/Luer: NDC # 0409-4904-34	<b>Supplier Product Code:</b> 0409-4904-34	<b>First Offer - \$9.89</b>	60 / each	<b>\$593.40</b>	<b>Y</b>
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**Supplier Notes:** MBO-LIDOCAINE  
1% PF PFS 10X 5ML  
10 EA/BX= \$98.88

20041JLS--03-02	PFS/Luer: NDC # 76329-3339-1	<b>Supplier Product Code:</b> 0409-4911-34	<b>First Offer - \$11.52</b>	2000 / each	<b>\$23,040.00</b>	<b>Y</b>
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**Supplier Notes:** MBO-ATROPINE  
SULF 0.1MG/ML PFS 10X10ML  
10 EA/BX= \$115.20

20041JLS--03-03	PFS/Luer: NDC # 76329-3301-1	<b>Supplier Product Code:</b> 76329-3301-1	<b>First Offer - \$14.35</b>	2600 / each	<b>\$37,310.00</b>	<b>Y</b>
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**Supplier Notes:** MBO-DEXTROSE  
50% PFS 10X50ML  
10 EA/BX= \$143.51

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20041JLS--03-04	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 0409-1775-	<b>First Offer - \$10.44</b>	1000 / each	<b>\$10,440.00</b>	<b>Y</b>
	0409-1775-10	10				

**Supplier Notes:** MBO-DEXTROSE  
25% PFS 10X10ML (INFANT)  
10 EA/BX= \$104.43

---

20041JLS--03-05	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 76329-	<b>First Offer - \$9.51</b>	5000 / each	<b>\$47,550.00</b>	<b>Y</b>
	76329-3316-1	3316-1				

**Supplier Notes:** MBO-  
EPINEPHRINE 0.1MG/ML PFS  
10X10ML  
10 EA/BX=\$95.07

---

20041JLS--03-06	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 76329-	<b>First Offer - \$63.31</b>	700 / each	<b>\$44,317.00</b>	<b>Y</b>
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76329-3390-1 3390-1

**Supplier Notes:** LIDOCAINE  
20MG/ML PF PFS 10X5ML

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20041JLS--03-07	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 0409-1639-	<b>First Offer - \$18.16</b>	1800 / each	<b>\$32,688.00</b>	<b>Y</b>
	0409-1639-10	10				

**Supplier Notes:** 10 EA/BX=\$181.56  
MBO-FUROSEMIDE 10MG/ML PFS  
10X10ML

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20041JLS--03-08	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 0409-5534-	<b>First Offer - \$11.74</b>	700 / each	<b>\$8,218.00</b>	<b>Y</b>
	0409-5534-34	34				

**Supplier Notes:** 10 EA/BX=\$117.44

MBO-SODIUM BICARB INFT 4.2%  
PFS 10X10ML

---

20041JLS--03-09	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 0409-2339-0409-2339-34	<b>First Offer - \$8.52</b>	600 / each	<b>\$5,112.00</b>	<b>Y</b>
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**Supplier Notes:** MBO-LABETALOL  
HCL 5MG/ML PFS 10X4ML  
10 EA/BX=\$85.16

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20041JLS--03-10	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 76329-76329-3369-1	<b>First Offer - \$35.31</b>	2500 / each	<b>\$88,275.00</b>	<b>Y</b>
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**Supplier Notes:** 10 EA/BX=\$353.06

NALOXONE 2MG/2ML PFS 10X2ML

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20041JLS--03-11	PFS/Luer: NDC #	<b>Supplier Product Code:</b> 25021-301-25021-301-67	<b>First Offer - \$18.17</b>	1100 / each	<b>\$19,987.00</b>	<b>Y</b>
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**Supplier Notes:** 10/BX=\$181.70

ADENOSINE 3MG/ML PFS 10X2ML

20041JLS--03-12 PFS/Luer: NDC # **Supplier Product Code:** 25021-301- **First Offer - \$29.26** 1000 / each **\$29,260.00** **Y**  
 25021-301-68 68

**Supplier Notes:** 10 EA/BX=\$292.62

ADENOSINE 3MG/ML PFS 10X4ML

20041JLS--03-13 PFS/Luer: NDC **Supplier Product Code:** 76329- **First Offer - \$98.06** 600 / each **\$58,836.00** **Y**  
 #76329-3304-1 3304-1

**Supplier Notes:** MBO-CALCIUM  
 CHLORIDE 100MG/ML PFS10X10ML

Lot Total **\$405,626.40**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
20041JLS--04-01		<b>Supplier Product Code:</b> 0283-0679-02	<b>First Offer - \$37.45</b>	300 / each	<b>\$11,235.00</b> <b>Y</b>
	Miscellaneous:				
	NDC # 0283-	<b>Supplier Notes:</b>			
	0679-02	HURRICAINA SPRAY 2OZ BT			

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20041JLS--04-02	<b>Supplier Product Code:</b> BHL2F7113CS	<b>First Offer - \$4.23</b>	3000 / each	<b>\$12,690.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0338-0004-03	<b>Supplier Notes:</b> MBO-WATER,STERLE,IRRG,USP,500ML,BOTTLE 18 EA / CS=\$76.28				

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20041JLS--04-03	<b>Supplier Product Code:</b> OTCM00004H	<b>First Offer - \$0.74</b>	1024 / each	<b>\$757.76</b>	<b>Y</b>
Miscellaneous:					
NDC # 57896-911-36	<b>Supplier Notes:</b> ASPIRIN 81MG CHEW ORANGE TAB 36/BT				

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20041JLS--04-04	<b>Supplier Product Code:</b> 54288-103-10	<b>First Offer - \$10.30</b>	700 / each	<b>\$7,210.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 54288-103-10	<b>Supplier Notes:</b> EPINEPHRINE 1MG/ML AMP 10X1ML 10 EA/BX= \$102.98				

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20041JLS--04-05	<b>Supplier Product Code:</b> BXF2B0064X	<b>First Offer - \$1.68</b>	450 / each	<b>\$756.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0338-0017-48	<b>Supplier Notes:</b> 14 EA / CS=\$23.57 SOLUTION,DEXTROSE,5%,1000 ML,USP				

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20041JLS--04-06	<b>Supplier Product Code:</b> BHL2B0846	<b>First Offer - \$21.47</b>	200 / each	<b>\$4,294.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0264-9594-20	<b>Supplier Notes:</b> 18 BG / CS \$386.52 800 MG DOPAMINE HCL IN 5% DEXINJ				

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20041JLS--04-07	<b>Supplier Product Code:</b> OTC61463	<b>First Offer - \$1.63</b>	700 / each	<b>\$1,141.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 00574-0069	<b>Supplier Notes:</b> 6 EA/BX=\$9.77 GLUCOSE GEL 15GM 6/BX				



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20041JLS--04-08	<b>Supplier Product Code:</b> CUR001209Z	<b>First Offer - \$6.80</b>	30 / box	<b>\$204.00</b>	<b>Y</b>
Miscellaneous:					
PART#	<b>Supplier Notes:</b> TRIPLE ANTIBIOTIC				
231209G	OIN, 0.9G PKT, 144/BX				

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20041JLS--04-09	<b>Supplier Product Code:</b> 76299-430-08	<b>First Offer - \$149.86</b>	300 / each	<b>\$44,958.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 76299-430-08	<b>Supplier Notes:</b> NITROMIST				
	SUBLINGUAL SPY 230 DOSES				

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20041JLS--04-10	<b>Supplier Product Code:</b> 0065-0741-14	<b>First Offer - \$134.51</b>	300 / each	<b>\$40,353.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 24208-920-64	<b>Supplier Notes:</b> TETRACAINE HCL 0.5%				
	UD OPH SOLN 12X4ML				

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20041JLS--04-11	<b>Supplier Product Code:</b> AFF1349	<b>First Offer - \$23.84</b>	600 / box	<b>\$14,304.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 67777-251-01	<b>Supplier Notes:</b> AMMONIA INHALENT, 15%, AMPULE, 100/BX 100 EA/BX=\$23.84				

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20041JLS--04-12	<b>Supplier Product Code:</b> 0281-0326-30	<b>First Offer - \$36.89</b>	200 / each	<b>\$7,378.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0281-0326-30	<b>Supplier Notes:</b> NITRO-BID 2% OINT 30GM				

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20041JLS--04-13	<b>Supplier Product Code:</b> OTCS0393C2	<b>First Offer - \$1.48</b>	200 / each	<b>\$296.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 45802-410-59	<b>Supplier Notes:</b> OXYMETAZOLONE 0.05% NSL SPRY 30ML				

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20041JLS--04-14	<b>Supplier Product Code:</b> 11704-370-01	<b>First Offer - \$896.88</b>	36 / each	<b>\$32,287.68</b>	<b>Y</b>
Miscellaneous:					
NDC # 11704-370-01	<b>Supplier Notes:</b> CYANOKIT 5GM VL				

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20041JLS--04-15	<b>Supplier Product Code:</b> 0409-7809-22	<b>First Offer - \$0.00</b>	200 / case	<b>\$0.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0338-1007-03	<b>Supplier Notes:</b> MBO-DOPAMIN 1600MCG/ML+DX0.9% FC12X250ML				

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20041JLS--04-16	<b>Supplier Product Code:</b> 0002-8031-01	<b>First Offer - \$295.66</b>	500 / each	<b>\$147,830.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0002-8031-01	<b>Supplier Notes:</b> GLUCAGON 1MG EMERGENCY KIT 1ML				

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20041JLS--04-17	<b>Supplier Product Code:</b> 68084-536-01	<b>First Offer - \$18.53</b>	100 / pack	<b>\$1,853.00</b>	<b>Y</b>
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Miscellaneous:

NDC # 63653-

1171-3

**Supplier Notes:**

CLOPIDOGREL 75MG UD TAB 100/BX

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20041JLS--04-18	<b>Supplier Product Code:</b> OTC003310	<b>First Offer - \$3.00</b>	120 / each	<b>\$360.00</b>	<b>Y</b>
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Miscellaneous:

NA

**Supplier Notes:** STINGEZE INSECT BITE

RELIEF DAUBER 0.5OZ

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20041JLS--04-19	<b>Supplier Product Code:</b> 0597-0260-10	<b>First Offer - \$182.45</b>	475 / each	<b>\$86,663.75</b>	<b>Y</b>
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Miscellaneous:

NDC # 00597-

0260-10

**Supplier Notes:** GLUCAGEN 1MG

DIAGNOSTIC KIT

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20041JLS--04-20	<b>Supplier Product Code:</b> 0409-7809-22	<b>First Offer - \$8.18</b>	600 / each	<b>\$4,908.00</b>	<b>Y</b>
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Miscellaneous:

NDC # 0338-

1007-02

**Supplier Notes:** MBO-DOPAMIN

1600MCG/ML+DX0.9% FC12X250ML

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20041JLS--04-21	<b>Supplier Product Code:</b> OTC676620	<b>First Offer - \$2.12</b>	250 / each	<b>\$530.00</b>	<b>Y</b>
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Miscellaneous:

NDC # 0904-

1985-00

**Supplier Notes:** MBO-ACETAMINPHN

160MG/5ML CHLD AFSUS 4OZ

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20041JLS--04-22	<b>Supplier Product Code:</b> 0071-0418-13	<b>First Offer - \$34.25</b>	500 / each	<b>\$17,125.00</b>	<b>Y</b>
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Miscellaneous:

NDC # 0071-

0418-13

**Supplier Notes:** NITROSTAT 0.4MG

SUBL TAB 4X25/BTL

4EA/BX=\$136.99

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20041JLS--04-23	<b>Supplier Product Code:</b> 0487-9501-01	<b>First Offer - \$0.19</b>	7000 / each	<b>\$1,330.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0487-9501-01	<b>Supplier Notes:</b> ALBUTEROL 0.83MG/ML INH SOLN 30X3ML 30 EA/BX=\$5.70				

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20041JLS--04-24	<b>Supplier Product Code:</b> 0487-9801-01	<b>First Offer - \$0.20</b>	5000 / each	<b>\$1,000.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0487-9801-01	<b>Supplier Notes:</b> IPRATROPIUM BROM 0.02% INH SOLN 30X2.5ML 30 EA/BX= \$6.05				

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20041JLS--04-25	<b>Supplier Product Code:</b> 69547-353-02	<b>First Offer - \$66.79</b>	260 / each	<b>\$17,365.40</b>	<b>Y</b>
Miscellaneous:					
NDC # 69547-353-02	<b>Supplier Notes:</b> NARCAN 4MG/0.1ML NASAL SPRAY 2 X 0.1ML 2 EA/BX=\$133.58				

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20041JLS--04-26	<b>Supplier Product Code:</b> 62756-240-64	<b>First Offer - \$5.86</b>	1500 / each	<b>\$8,790.00</b>	<b>Y</b>
Miscellaneous:					
NDC # 0781-5238-64	<b>Supplier Notes:</b> ONDANSETRON 4MG ODT TAB 30/BX				

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20041JLS--04-27	<b>Supplier Product Code:</b> MDS032290	<b>First Offer - \$1.19</b>	50 / each	<b>\$59.50</b>	<b>Y</b>
Miscellaneous:					
PART # 40ZLUB	<b>Supplier Notes:</b> JELLY,LUBE,STERILE,FLIP TOP,TUBE,4-OZ 72 EA/CS=\$85.83				

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20041JLS--04-28	<b>Supplier Product Code:</b> PKT00137Z	<b>First Offer - \$0.05</b>	53856 / each	<b>\$2,692.80</b>	<b>Y</b>	<b>Y</b>
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Miscellaneous:

PART #

**Supplier Notes:**

T00137

LUBE,JELLY,2.7GR,STERILE

144 EA/BX= \$8.21

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**Lot Total \$468,371.89**



Miscellaneous: NDC # 0338-1007-03 - First Offer      \$0.00    200 / case      \$0.00  
Product Code: 310055020161  
Supplier Product Code: 0409-7809-22  
Supplier Notes: MBO-DOPAMIN 1600MCG/ML+DX0.9% FC12X250ML

Product #	Product Name	Pkg / Order UoM	Pkg Price
<u>0409-7809-22</u>	MBO-DOPAMIN 1600MCG/ML+DX0.9% FC12X250ML	12 EA / CS	\$98.94

**Medline Industries, Inc.**Item: **Miscellaneous:PART # T00137****Attachments**

cert\_CHI\_Broward Sheriff\_s Office\_9339450\_7.pdf

Price Change Disclaimer.pdf

Submittal Document 3.2.pdf

Submittal Document 7.4.pdf

Submittal Document 7.5.pdf

Submittal Document 7.6. a.pdf

Submittal Document 7.6. b.pdf

Submittal Document 7.6. c.pdf

Submittal Document 7.6. d.pdf

Submittal Document 7.7.pdf

Medlines Pricing Sheet 7-28-2020.xls



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2020

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	<b>CONTACT NAME:</b> Medline Industries, Inc. <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> riskmanagement@medline.com														
CN101705524-Stnd-GAWUP-20-21	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td><b>INSURER B :</b> National Fire &amp; Marine Insurance Co</td> <td style="text-align: center;">20079</td> </tr> <tr> <td><b>INSURER C :</b> Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td><b>INSURER D :</b> Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Hartford Fire Insurance Company	19682	<b>INSURER B :</b> National Fire & Marine Insurance Co	20079	<b>INSURER C :</b> Trumbull Insurance Company	27120	<b>INSURER D :</b> Twin City Fire Insurance Company	29459	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b> Twin City Fire Insurance Company	29459														
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> Medline Industries, Inc. 3 Lakes Dr Northfield, IL 60093															

## COVERAGES

**CERTIFICATE NUMBER:**

CHI-009339450-08

**REVISION NUMBER:** 14

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83CD75206	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ SEE BELOW \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83CSED75209	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42UMO10000708	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	83WND75207 83WBRD75208	07/01/2020 07/01/2020	07/01/2021 07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIR applies per policy terms & conditions. The products/completed operations policy evidenced above is subject to self-insured retentions for various perils covered. The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

## CERTIFICATE HOLDER

The Broward Sheriff's Office  
 2601 W Broward Blvd.  
 Fort Lauderdale, FL 33312

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**  
 of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Medline Industries, Inc. 3 Lakes Dr Northfield, IL 60093
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.



**Exceptions Include:**

1. Notwithstanding any provision of this RFP or any terms or conditions pursuant to this RFP, all orders are subject to acceptance and availability.
  
2. Due to the volatile nature of the pharmacy market, pricing may be subject to change on pharma items in accordance with market fluctuation. Medline will make all reasonable efforts to keep pricing static, however market conditions may dictate that prices be updated. If pricing is to be raised, Medline will make every reasonable effort to notify buyers. If at any point market conditions allow a return to the prior price, we will do so.

**2020 Florida Annual Resale Certificate for Sales Tax****DR-13**  
**R. 10/19****This Certificate Expires on December 31, 2020**Business Name and Location AddressCertificate Number

MEDLINE INDUSTRIES INC  
1062 OLD DIXIE HWY  
AUBURNDALE, FL 33823-9651

63-8017403073-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates)

**Phone:** **877-357-3725** and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices



**Medline Industries, Inc.**  
Three Lakes Drive  
Northfield, IL 60093

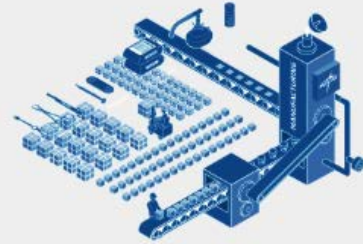
1.847.949.5500  
1.800.MEDLINE (633.5463)

[medline.com](http://medline.com)

## **Medline's Capabilities**

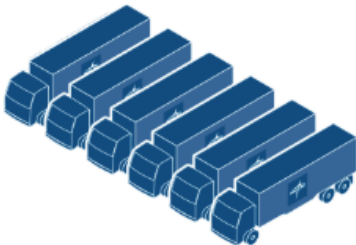
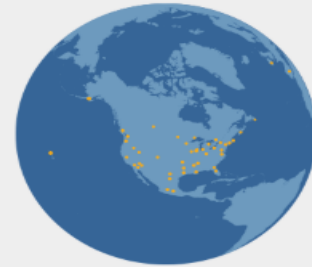
### **We manufacture our own products.**

- 80,000 Medline-manufactured products addressing all med-surg and lab supply needs
- Expanding network of 30+ manufacturing centers throughout 7 countries
- Rigorous quality management system, enabling a 99.98% defect-free rate
- Ability to customize products to customer specifications
- Open-innovation model of bringing new products to market



### **We own distribution centers across the map.**

- Expanding network of 50+ distribution centers worldwide, including North America, Europe, Asia and Australia
- 20 million sq. ft. of medical-grade US distribution centers, strategically located for next-day delivery to 99% of US population
- 2+ months of Medline-brand product inventory held for each customer as protection against unplanned demand increases and disaster response
- Multiple ports of entry on both coasts to integrate imported products into distribution network
- State-of-the-art software and automation, including goods-to-person robotics and voice-directed picking | [Learn more](#)



### **We own our transportation fleet.**

- 750+ MedTrans trucks delivering 550,000+ Medline-brand and national brand products to US customers throughout the continuum of care
- Medline-employed US drivers and team of external Parcel and LTL delivery partners
- Robust transportation management system combined with dynamic route planning system for reduced emissions and max cube

### **We take ownership of results by taking responsibility.**

- 1,600 dedicated service representatives and 5,000+ distribution center team members incentivized to achieve the highest fill levels and order accuracy in the US
- Supply chain consultants and engineers who can identify gaps and opportunities, and develop customized solutions
- On-site logistics support focused on balancing cost and quality
- On-site clinical specialists focused on driving clinical best practices and standardization
- Serve customers in 90+ countries



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**Medline Industries, Inc.**  
Three Lakes Drive  
Northfield, IL 60093

1.847.949.5500  
1.800.MEDLINE (633.5463)

[medline.com](http://medline.com)

## Medline's Biography and Values

Medline's roots date back to 1910 when A.L. Mills, the great grandfather of the current owners, owned a garment factory that manufactured textile products for general industry and the medical field. Jim and Jon Mills established Medline in 1966 together with five employee-shareholders. The company expanded to manufacturing and distributing commonly used medical and surgical equipment. Today, Charlie and Andy Mills, along with Jim Abrams, manage the company.



Medline is now the fastest growing Medical and Surgical distributor in the country, with 2016 revenues in excess of \$9 Billion Dollars, and the only distributor that services the entire continuum of care. While Medline distributes over 450,000 products, more than 100,000 of those are self-manufactured Medline Brand products.

## Performance Strength



**1,600**

Dedicated Service  
Representatives

**19,000**

Employees

**0**

Debt

**90**

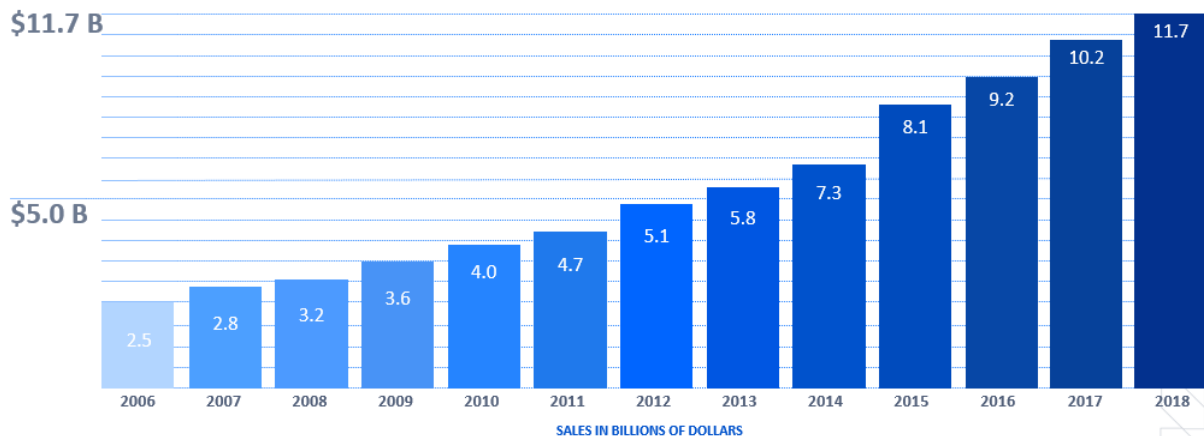
Countries

**4<sup>TH</sup>**

Generation Family  
Leadership

**\$11.7**

Billion  
In Revenue



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### Describe the company's mission and core values?

**Mission/Vision:** To provide quality medical products with superior value to health care providers and end users, improving patient care and enhancing the quality of peoples' lives.

#### **Core Values:**

- Committed to our customers, our colleagues and our communities.
- Open to new ideas, two-way communication and challenging the status quo
- Relentless about continuously improving our quality, service and results, and doing so with integrity
- Determined to do whatever it takes for our customers
- Direct, candid and transparent



### Why Medline?

As the fastest growing med-surg distributor in the US, Medline understands the need to be flexible, collaborative and have mutually aligned goals with our provider partners. As a distributor and manufacturer that services the full continuum of care, it's our belief that we are in the best position to deliver the value and service you desire because of the following fundamental differences listed below that make Medline who we are today.

- We have a flat organizational structure allowing for quick access to upper management where we display high sense of urgency towards problem solving and proactively exploring opportunities / solutions.
- As a debt free privately held organization, Medline has the flexibility and creativity to make long-term investments focused on customer needs

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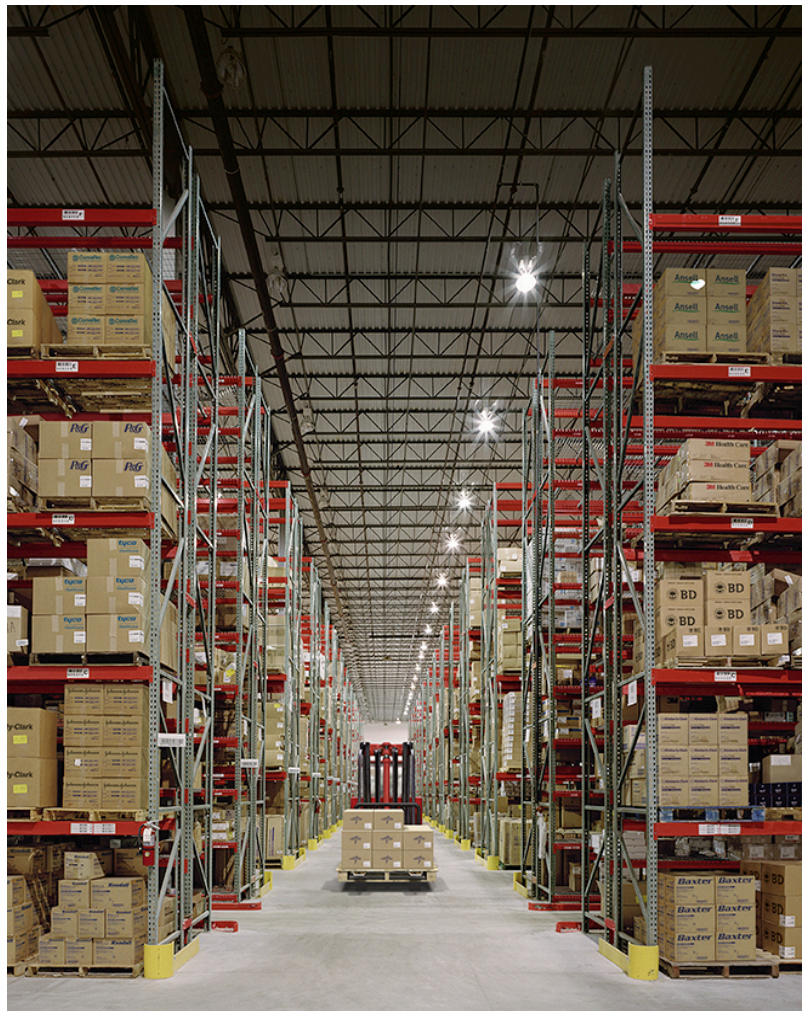
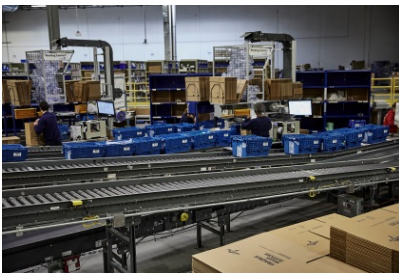
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- versus concern with short term gains. customer service, logistics and technology offerings across the entire continuum of care (Acute Care, Ambulatory Surgery Center, Physician Office, Post-Acute Care, Homecare/Hospice) greatly reducing the redundancies, inefficiencies and added complexities of working with several suppliers.
- Being the largest privately held national manufacturer and distributor of medical supplies and equipment in the country allows Medline to take a highly quantitative approach to Supply Chain Management. We provide more than 450,000 products and clinical solutions that serve the entire continuum of care, of which over 100,000 are Medline manufactured products where we are a market leader in 14 product categories.



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## Return Goods Policy

### Authorization

All returns must be authorized by Medline prior to receipt. Product must be returned within 90 day of purchase. Authorizations are valid for 30 days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at **1 800-307-8386** or by contacting a Medline sales representative. Unauthorized returns may be returned to customer at customer's expense, destroyed by Medline's at Medline's discretion, or subject to additional charges without credit being issued to customer. **This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.**

### Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number.
- RGA number.
- Original PO number or original Medline order number.
- Lot number and expiration dates where applicable.

### Return Policy

Defective products are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization from Medline, if such products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within 90 days of receipt.

The following conditions will not be considered for return.

- Products purchased more than three months prior to return request.
- Products considered hazardous materials.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Items in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law\*.
- Products with less than 6 months shelf life remaining based on expiration dates.
- Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

\*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs. <sup>11/11</sup>

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## **Damages or Shortages**

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to count all receipts prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the transportation company. Customer must notify Medline of any damages in transit or product shortages within two (2) business days of receipt, or Medline shall have no obligation to process credit or arrange for product replacement. Contact Medline Customer Service at 1-800-MEDLINE or a Medline sales representative to report damages or shortages.

## **Products Shipped in Error by Medline**

Customer must notify Medline of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Medline are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

## **Defective product**

Defective product, properly noted damaged product and returns that are the result of a Medline error may be returned at Medline's expense and for a full credit, subject to the other provisions of this policy.

## **Restocking Fee Schedule**

### Return from Date of Invoice

**0 – 30 Days**

**31-60 Days**

**61-90 Days**

**Greater than 90 days**

### Re-stocking fee Percentage

**5% / \$25 minimum + Freight**

**10% / \$25 minimum + Freight**

**20% / \$25 minimum + Freight**

Not returnable unless expressly approved  
Prior to receipt- contact your Medline  
Representative for additional information

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### **General Counsel and Assistant Secretary's Certificate**

The undersigned, Alex Liberman, General Counsel and Assistant Secretary of Medline Industries, Inc. an Illinois corporation (the "Corporation"), does hereby certify that the following individuals are authorized to execute both bid offers and contracts on behalf of the Corporation:

Brad Mariam- Senior Vice President, Post-Acute Care Sales  
Dirk Benson- Executive Vice President, Post-Acute Care Sales  
James Boyle- Executive Vice President, Acute Care Sales  
Chris Powers- Vice President, Government Sales  
Alex Liberman- General Counsel and Assistant Secretary

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 11<sup>th</sup> day of July, 2019.



Alex Liberman

General Counsel and Assistant Secretary

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### **Medline's Ownership Structure.**

Medline is America's largest provider of medical supplies and solutions, family-led for four generations. Overall, Medline has a flat organization allowing for quick access to upper management and is currently operated by:



**Charlie Mills**  
**Chief Executive Officer**

Charlie joined Medline in 1986 where he started as a sales representative. Since then he has held various positions within the company including sales management, vice president of marketing and vice president of manufacturing. In 1997, he was named CEO. Prior to joining Medline, Charlie was a sales rep with IBM. He received his B.S. degree in Engineering and his MBA from Cornell University.



**Andy Mills**  
**President**

Andy started with Medline as a sales representative in Dallas, Texas. He then worked in Medline's O.R. product division and went on to manage the company's marketing department before assuming his current position in 1997. Prior to working for Medline, Andy worked in brand management for Procter and Gamble. He received his Bachelor of Science degree from Tulane University and earned his MBA from the J.L. Kellogg School of Management at Northwestern University.



**Jim Abrams**  
**Chief Operating Officer**

Jim joined Medline in 1992 where he started as a sales representative. Since then he has held various management positions within the company until being named COO in 1997. He graduated from the University of Michigan with a Bachelor of Arts degree and earned his law degree from the University of Chicago. Upon graduation from U of C, he worked for the law firm Kirkland and Ellis.

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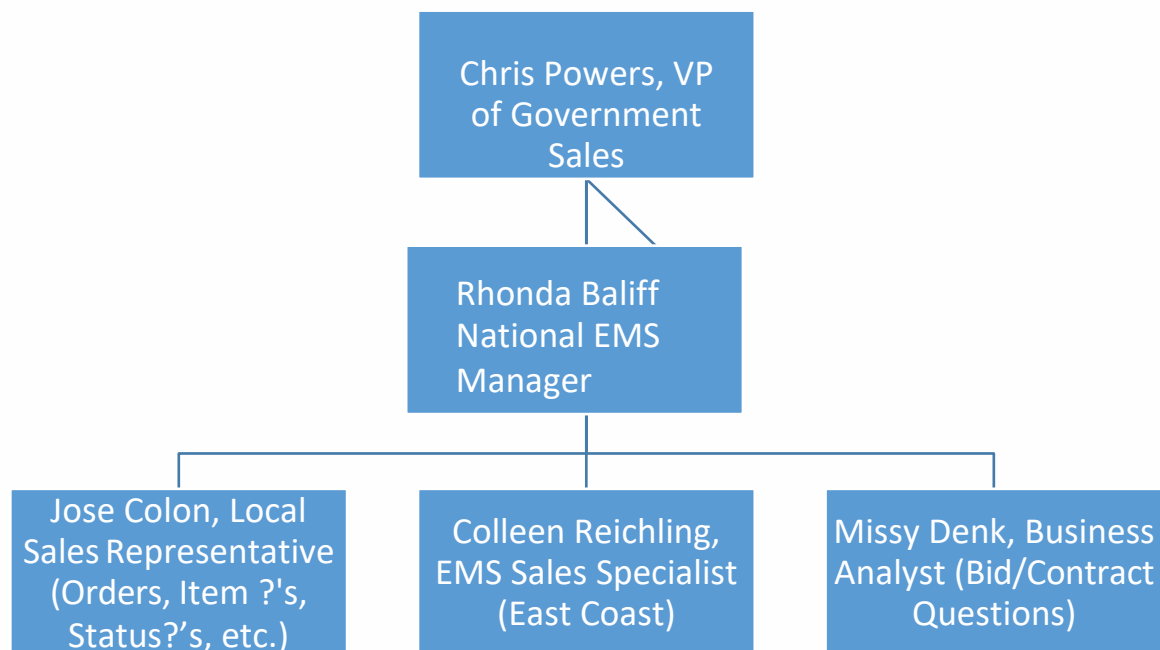
### Experiences Summaries

1. Chris Powers, VP of Government Sales:
  - 30 + years involved in the Federal and State/Local Government sector
  - Oversees all Federal and State/Local Government contracts/activity
2. Rhonda Baliff, National Sales Manager-EMS:
  - 10 + years involved in the Post-Acute Medical Field
3. Colleen Reichling, East Coast EMS Specialist :
  - 10 + years involved in the Post-Acute Medical Field
  - Provides sales teams with technical and sales presentation support to help new business, successful customer integration, and utilization of established products
  - Support unit sales plan through pre-sales and/or post sales technical consulting activities.
4. Jose Colon, Local Sales Representative:
  - 10+ years involved the post-acute medical field
5. Missy Denk, Business Analyst :
  - 5+ years involved with the healthcare field (Business and Patient Care Related)

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[medline.com](http://medline.com)**Team Organizational Chart**ADVANCING  
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## Addresses

1. Three Lakes Dr. Northfield, IL 60093 (Headquarters)
  - a. Chris Powers, VP of Government Sales
  - b. Missy Denk, Business Analyst
2. Remote, but based out of HQ
  - a. Rhonda Baliff (WI), National EMS Manger
  - b. Colleen Reichling (IA), East Coast EMS Sales Specialist
  - c. Jose Colon (FL), Local Sales Representative

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### Prior Work Experience

1. Entity: Falck USA  
Address: 1517 W Braden Court Orange, CA  
Contact Name: Steve Taylor  
Role: VP of Operations  
Phone Number: 714-587-7707  
Email Address: [steve.taylor@falck.com](mailto:steve.taylor@falck.com)  
Scope/Service: EMS Medical Supplies
  
2. Entity: Priority Ambulance  
Address: 9721 Cogdill Rd Suite 302, Knoxville, TN 37932  
Contact Name: Carlene Sifford  
Role: VP of Operations  
Phone Number: 865-440-0996  
Email Address: [csifford@priorityambulance.com](mailto:csifford@priorityambulance.com)  
Scope/Service: EMS Medical Supplies
  
3. Entity: Superior Ambulance  
Address: 395 W. Lake Street, Elmhurst, IL 60126  
Contact Name: Kyle Wolber  
Role: VP of Operations  
Phone Number: 630-854-1331  
Email Address: [kwolber@superiorambulance.com](mailto:kwolber@superiorambulance.com)  
Scope/Service: EMS Medical Supplies

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## SUBMITTAL SECTION 7.7

## REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the ProposerPROPOSER'S COMPANY NAME: MEDLINE INDUSTRIES, INC.Name of Reference Agency: STEEDE MEDICAL LLC.Address of Reference: 11433 NW 34TH STREET, DORAL, FL. 33178Contact Information of Reference: 305-597-0607 contact@steedemedical.com  
Phone # E-Mail Address

1. Reference Company a. Type of Business MEDICAL DISTRIBUTOR: Equipment & Supplies  
b. Estimated # of employees 5

2. Contract term - begin/end dates that Proposer has provided Services to you.

(If there were any breaks in services, please state reason and duration of the break): \_\_\_\_\_

Our business relationship started in 2011 with no breaks to present.

3. Is Proposer still providing services to your agency? If not, please elaborate: \_\_\_\_\_

YES. Still providing services

4. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. We are very satisfied with the level of professional service and direct attention given to your company.

5. When a problem is encountered is the Proposer responsive to your Agency's concerns? \_\_\_\_\_  
We have not had any serious problems; however, all concerns are handled promptly to satisfaction.

What is response time for addressing concerns? We are communicated with immediately, max. 24hrs.

6. Would you recommend Proposer for Services for BSO? No hesitation in positive recommendation.

7. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.



LOUIS L.C. STEEDE

Name & Signature of Agency Representative

July 23, 2020

Date

PRESIDENT & CEO

Title

## SUBMITTAL SECTION 7.7

## REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the ProposerPROPOSER'S COMPANY NAME: MedlineName of Reference Agency: MCT Express, Inc.Address of Reference: 2766 NW 62nd Street, Miami FL 33147Contact Information of Reference: 3055374164 jocurbelo@mdambulance.net  
Phone # E-Mail Address

1. Reference Company a. Type of Business Private Ambulance Company  
b. Estimated # of employees 600

2. Contract term - begin/end dates that Proposer has provided Services to you.

(If there were any breaks in services, please state reason and duration of the break): \_\_\_\_\_

Beginning in March of 2019 No breaks in service

3. Is Proposer still providing services to your agency? If not, please elaborate: Yes


4. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. Yes, Medline finds the best prices for our organization. Our customer service rep goes above and beyond to find the supplies we need

5. When a problem is encountered is the Proposer responsive to your Agency's concerns? \_\_\_\_\_  
Absolutely, Medline always tries to have the best outcome for our organization.

What is response time for addressing concerns? Same day

6. Would you recommend Proposer for Services for BSO? Yes

7. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

  
Name & Signature of Agency Representative  
07/24/2020  
Date

General Manager

Title

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Supplier: **Medline Industries, Inc.**

**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

**Jason L Spaide**



Supplier: **Medline Industries, Inc.**



**PROPOSAL QUESTIONNAIRE  
RLI #20041JLS - PHARMACEUTICALS**

Please note that BidSync limits the amount of characters in your response. We recommend Proposers respond in as concise a manner as possible. If your response exceeds the maximum number of characters accepted, attach a separate document titled Supplemental Responses. List the question number, restate the question, and provide the supplemental information and/or detailed response.

Additional items uploaded should refer to the corresponding number within the Questionnaire.

	QUESTION	RESPONSE
1.	Aside from the drugs listed in this RLI, would your firm be willing to offer BSOFR a percentage off list price for all other drugs your firm sells? If yes, please provide the percentage offered to BSOFR.	Once a markup is established, this markup applies to all the drugs available through Medline. Medline's distributor mark-up would remain the same throughout the length of this contract. Medline offers a variety of pricing models for our non-acute customers. The below are the different models for pricing for the pharmaceutical portfolio: • Chargeback/GPO agreements – Cost or cost-plus • Source contracts with competitive market pricing based on non-GPO product • Direct flu vaccine tier price
2.	Please provide your delivery process and timeframes for BSOFR. Are you able to comply with section 3.7.11 (Delivery and Acceptance) of the scope of services?	3.7.10-1: Yes, as long as the item is not on MBO and inventory is stocked  3.7.10.2: Medline does not carry "controlled" pharmaceuticals
3.	What is your process for a discontinued drug?	Notifications will be sent to customer  for any drugs discontinued by the

		<b>manufacturer. If similar or alternative drugs are available, that will be noted.</b>
4.	How can your firm ensure drugs are available and not on back order?	<b>Medline looks to stock the local warehouse. If it is not available in the local warehouse, inventory can be pulled from alternate warehouses.</b>
5.	Are you able to issue a weekly status report (spreadsheet) of all items on backorder with BSOFR and updated anticipated delivery dates?	<b>Yes – Medline Sales Representative will provide via scheduled email or upon request, back order reports pertaining to any outstanding orders with anticipated delivery dates.</b>
6.	Is your firm willing to offer BSOFR a percentage off list price for drugs sold by your firm that are identified as acceptable replacements for items specified in this document that may be discontinued or on backorder with ship dates greater than 60 days anticipated ship time? If yes, please provide the percentage offered to BSOFR	<b>Yes, Medline would offer the same pricing structure for items identified as acceptable replacements for items specified in this document that may be discontinued or on backorder</b>
7.	Please identify the city/state of all regional warehouses that distribute the products contained within this document. This is to demonstrate to us the ability of your firm to provide a robust supply chain along with depth of stock, and the ability to maintain supply should one of the distribution centers become compromised by events such as natural disasters.	<b>There are 10 warehouses across the US that can supply pharmaceuticals.  Libertyville, Illinois</b>



		<b>McDonough, Georgia</b>  <b>Auburndale, Florida</b>  <b>Wilmer, Texas</b>  <b>Rialto, California</b>  <b>Tracy, California</b>  <b>Canton, Ohio</b>  <b>Perryville, Maryland</b>  <b>Middletown, New York</b>  <b>Lacey, Washington</b>
8.	What is the location of the local account representative who will be meeting with BSOFR logistics staff from time to time?	<b>Jose Colon – Is locally based and covers South Florida for Medline. 305-431-6298.</b>
9.	What is the location of your firm's nearest distribution center to us, for the items listed in this contract ?	<b>Auburndale, Florida</b>
10.	Can BSOFR pick up emergency orders from your nearest distribution site?	<b>Yes – Medline needs a 4 hour lead time on picking up of orders at the local warehouse in Medley, FL.</b>
11.	Please describe your firm's allotment process that could/would be utilized during severe product shortages and supply chain interruption	<b>In instances of any product allocations, BSOFR would be</b>

		<b>allocated at least 100% of historical usage.</b>
12.	Does your firm have the ability to permit BSOFR purchasing agents to place orders and view invoices online via the internet	<b>Yes – user names with password accounts are created so that purchasing can pull up order status, invoices and submit orders via on-line site.</b>
13.	What is your firm's policy and procedures of buybacks or credits for product purchased by BSOFR from your firm which expires on BSOFR logistics shelves	<b>Certain product can be returned for credit. Details of return policy per item can be provided upon request.</b>

Supplier: **Medline Industries, Inc.**



## SUBMITTAL SECTION

**RLI # 20041JLS**

### **PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

**Medline Industries, Inc.**

Legal Company Name

**S-Corporation**

Indicate if Corporation, Partnership  
Or Individual submitting Proposal

**Three Lakes Dr.**

Company Street Address

**Chris Powers**

Electronic Signature  
Name of Officer Submitting Proposal

**Northfield, IL 60093**

City, State, Zip Code

**VP of Government Sales**

Title of Officer Submitting Proposal

**362596612**

Federal ID Number

**govbids@medline.com**

E-Mail Address of Officer Submitting  
Proposal

**800-633-5463**

Telephone Number

**866-212-2822**

Cell # of Officer Submitting Proposal

**847-949-2497**

FAX Number

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:

**1977**

2. State of Incorporation:

**Illinois**

3. President's Name: **Andrew Mills**
4. Vice President's Name: **Charles Mill**
5. Secretary's Name: **Alex Liberman**
6. Treasurer's Name: **Mike Drazin**
7. Name and Address of Resident Agent: **N/A**

B. If Proposer is a partnership, answer the following:

1. Date of Organization: **N/A**
2. Name, address and ownership of all partners:  
  
**N/A**
3. State whether a general or limited partnership: **N/A**

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

**S- Corporation,**

**James D Abrams- COO**

**Andrew Mills- President**

**Charles Mills- CEO**

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents, if necessary):

**N/A**

E. Under what other former names has your organization operated?

**N/A**

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

**N/A**

G. SALE, ACQUISITION OR MERGER:

- i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐No ☒

- ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐No ☒

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐No ☒

If Yes, please explain:

2. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes ☐

Name(s) and Position(s)

No ☒

3. BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

- 3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt #

Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐No ☒

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as "**Submittal Document 3.1**"?

Yes ☐No ☒

- 3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile – Legal Company Name).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☒

No ☐

If yes, label and attach file as "**Submittal Document 3.2**". Also, have you included a copy of your license in the proposal and attached as "**Submittal Document 3.2**"?

Yes ☒

No ☐

**3.3**: 3.3 List other Licenses, include copy with Proposal and label as "**Submittal Document**

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS  
(LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation that have occurred within the last three (3) years of the Proposer and its Principals. "Case" includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional board.

"Principals" mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have a controlling interest in a corporation. A "controlling interest" for a corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes of stock of the corporation or more than 50 percent of the beneficial ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent, directly or indirectly, of the capital, profits, or beneficial interest in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the total membership interest of the limited liability company or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.
- (D) A parent and/or a subsidiary of your firm.

Has your firm or its "Principals" had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions within the last three (3) years?

Yes ☐

No ☒

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/nature of the Action	Provide a status/Disposition of the Action (active, closed, debarred, settled, suspended [state the period of debarment and/or suspension], etc.) for each of the Named Parties. (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment)

5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☒ No

If Yes, include copy of certification with your Proposal. Label file as "**Submittal Document 5**" and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other Florida Governmental Agencies with similar requirements. If yes, the other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other Florida Police Department(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other Florida Governmental Agencies	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation: **42**

7.2 How long has your company been in business? **1977**

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☒

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as **"Submittal Document 7.4"** and upload into BidSync.

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as **"Submittal Document 7.5"** and upload into BidSync.

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as it relates to the services/project requested in this solicitation. The qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification summary should also include the following:

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experience summary. The summary should clearly identify the key person's prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the context of this service/project. *Full resumes should be included as an attachment to the submittal.*

Label file as **"Submittal Document 7.6. (a)"** and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The chart should show the level of organizational responsibility for the key personnel that the firm will assign to the project.

Label file as **"Submittal Document 7.6. (b)"** and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.

Label file as **"Submittal Document 7.6. (c)"** and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type and scope to the project described in this solicitation. The projects described in the submittal should



have been undertaken by the responding firm within the previous five (5) years.

Label file as **“Submittal Document 7.6. (d)”** and upload into BidSync.

- 7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be printed for this purpose.) Proposer certifies that the services provided in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. Reference checks may be performed as a method of verifying prior performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSync and label as **“Submittal Document 7.7.”**

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

<b>Submittal Document 4</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 5</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.4</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.5</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.6. (a)</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.6. (b)</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.6. (c)</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.6. (d)</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Submittal Document 7.7</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b> <input type="checkbox"/>

Supplier: **Medline Industries, Inc.**



## PROPOSAL ACKNOWLEDGEMENT FORM

RLI # 20041JLS

### PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

#### **EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.**

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

**The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.**

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.**

**Legal Company Name:**

**Electronic Signature Proposer's Authorized Representative's Name:**

**Representative's Title: GovBids2016**

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Supplier: **Medline Industries, Inc.**



**GENERAL TERMS AND CONDITIONS**  
**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL**  
**LOGISTICS**

**SECTION ONE – GENERAL**

- 1.1. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com) on or before the **specified time and date on the bid document**.
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal**. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

**Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.**

**Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.**

1.6 PUBLIC RECORD: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745**

**[Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL,  
BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

- 1.7 AGREEMENT PROVISIONS: Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Proposers shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the contract.
- 1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.
- 1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:
- 1.9.1 Written approval by BSO, and
- 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
- 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
- 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.
- 1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.
- 1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.
- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.
- 1.13 INSURANCE: Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

#### 1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

#### 1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten (10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default,



neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

- 1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

- 1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is 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; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

- 1.19. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

1.19.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

1.19.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

1.19.3 No award will be made to an offeror listed on the SAM Excluded list.

- 1.20 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

#### **Test Period - Services**

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

#### **Test Period - Product**

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

## **SECTION TWO** **RLI PROCEDURES**

- 2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.
- 2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on **Lobbyist Policy**.
- 2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**
- 2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.BidSync.com](http://www.BidSync.com). Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.
- 2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.
- 2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

- 2.4. ADDENDA: In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.
- 2.5. MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS: See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.
- 2.6. REVIEW OF PROPOSALS: Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.
- 2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.
- 2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.
- 2.6.3 PRESENTATIONS/INTERVIEWS: The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

- 2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.
- 2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.
- 2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.
- 2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.

2.9 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure**).

**Supplier: Medline Industries, Inc.****AGREEMENT EXCEPTION FORM**

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- ☒ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

<b>Term or Condition Article / Section</b>	<b>Insert version of exception or specific proposed alternative language</b>	<b>Provide brief justification for change</b>
<b>Pricing Adjustments</b>	<b>Will allow pricing adjust after 1 year, if needed</b>	<b>Due to the volatile nature of the pharmacy market, pricing may be subject to change on pharma items in accordance with market fluctuation. Medline will make all reasonable efforts to keep pricing static, however market conditions may dictate that prices be updated. If pricing is to be raised, Medline will make every reasonable effort to notify buyers. If at any point market conditions allow a return to the prior price, we will do so.</b>

**Legal Company Name: Medline Industries, Inc.**

**Electronic Signature: Chris Powers**

**Company's Authorized Representative: Chris Powers**

**Chris Powers**  
**Name**

**VP of Government Sales**  
**Title**

Supplier: **Medline Industries, Inc.**



## AFFIDAVIT

**RLI # 20041JLS**

### **PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

- X** 1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

**OR**

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

**It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.**

**Medline Industries, Inc.**

(Company Name)

**Chris Powers**

Electronic Signature (Print Name)



Supplier: **Medline Industries, Inc.**



## Confidentiality Agreement

RLI # 20041JLS

### PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS

**Note: To be completed by those involved in the RLI process  
and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with  
**Medline Industries, Inc.** an independent contractor, ("CONTRACTOR")

(Company Name)

wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has **Chris Powers** to perform such work on behalf  
assigned of

CONTRACTOR; (Individual's Name)

WHEREAS, when performing such work and providing such services **Chris Powers**

(Individual's Name)

may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF using CONTRACTOR to perform services and for other good

and valuable consideration **Chris Powers** agrees as follows:

(Individual's Name)

I. Acknowledgment of Confidentiality. **Chris Powers** hereby acknowledges that

(Individual's Name)

( ☒ he / ☐ she ) may be exposed to confidential information including, without limitation, criminal intelligence

(Check one of the above)

information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does

not include (i) information already known or independently **Chris Powers** and/or developed by

**Medline Industries, Inc.**

(Individual's Name)

(Company Name)

(ii) information in the public domain through no wrongful act of **Medline Industries, Inc.** and/or

(Company Name)

**Chris Powers**, or (iii) information received by **Medline Industries, Inc.** and/or

(Individual's Name)  
Name)

(Company

**Chris Powers** from a third party who was free to disclose it.

(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, **Chris Powers**

(Individual's Name)

hereby agrees that during the term of rendering services or performing work and at all times thereafter

**Chris Powers** shall not use, commercialize or disclose such Confidential Information to any

(Individual's Name)

person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

**IN WITNESS WHEREOF, Chris Power** executes this Confidentiality Agreement on the date set forth below.

(Individual's Name)

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

**Chris Powers**

**7/23/2020**

Electronic Signature (Individual's Name)

Date

**Melissa Denk**

**7/23/2020**

Witness

Date

Supplier: **Medline Industries, Inc.**



**DRUG FREE WORKPLACE CERTIFICATION**  
**RLI # 20041JLS**  
**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and psychological service; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**Medline Industries, Inc.**

(Legal Company Name)

**Chris Powers**

Electronic Signature (Print Name)

Supplier: **Medline Industries, Inc.****W-9**(Rev. October 2018) Department  
of the Treasury Internal Revenue  
Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.**Print or type  
See Specific  
Instructions  
on page 2.

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

**Medline Industries, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or ☐ C Corporation ☒ S Corporation ☐ Partnership ☐

Trust/estate

Single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,  
P=partnership) ▶☐ Other (see instructions) ▶4 Exemptions (codes apply  
only to certain entities, not  
individuals; see instructions on  
page 3):  
Exempt Payee Code (if any)  
Exemption from FATCA  
reporting code (if any)  
(Applies to accounts maintained outside the  
U.S.)

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

**Three Lakes Dr.**

City, state, and ZIP code

**Northfield, IL 60093**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I****Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number****Employer identification number****36-296612****Part II****Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here****Signature of  
U.S. person ▶**

Chris Powers

**Date, 7/23/2020****General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

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

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

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

**A**—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

**B**—The United States or any of its agencies or instrumentalities

**C**—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

**D**—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

**E**—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

**F**—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

**G**—A real estate investment trust

**H**—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

Company Act of 1940

- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-



**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

b. So-called trust account that is not a legal or valid trust under state law	trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity

or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Supplier: **Medline Industries, Inc.**



### **EQUAL BENEFITS CERTIFICATION**

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.4.4 of the Purchasing Division's Standard Operating Procedures and Section 3.5.7 of the Contract Division's Standard Operating Procedures (hereafter collectively referred to as "SOP's"); and certifies the following:

**(Please check only one below).**

- ☒ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.
- ☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.
- ☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**
  - ☐ The Contractor's price proposal for the initial contract term is \$100,000 or less.
  - ☐ The Contractor employs less than five (5) employees.
  - ☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.
  - ☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.
  - ☐ The Contractor does not provide benefits to employees' spouses.
  - ☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)
  - ☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

**Medline Industries, Inc.**  
(Legal Company Name)

**Chris Powers**

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.4.4 and 3.5.7

**Contractors Shall Offer Equal Benefits for Domestic Partners:**

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
  2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
  3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
  4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
  5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
  6. "Dependent" means a person who lives within the household of a domestic partnership and is:
    - a. A biological child or adopted child of a Domestic Partner; or
    - b. A dependent as defined under IRS regulations; or
    - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:

1. The Contractor does not provide benefits to employees' spouses; or
2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
4. The Contractor is a governmental agency; or
5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
6. The Contract is for the lease of real property; or
7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
8. The provisions of this section would violate or be inconsistent with grant requirements; or
9. The Contract is necessary to respond to an emergency; or
10. The Sheriff waives the requirements of this section in the best interests of the agency.

E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:

1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

- F.       Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

Supplier: **Medline Industries, Inc.**

## INSURANCE CERTIFICATE SAMPLE

### BROWARD SHERIFF'S OFFICE

#### Quick Tips

#### Understanding the Acord Certificate of Insurance

**1. PRODUCER**  
Insurance Agent/Broker who issues certificate.

**2. NAME OF INSURED**  
Must be the legal name of the contracting party.

**3. TYPES OF INSURANCE**  
Must include the types of insurance required by contract.

**4. POLICY FORM**  
"Claims made" or "occurrence" form; see below for definitions.

**5. NAMED ADDITIONAL INSURED**  
The Broward Sheriff's Office must be named additional insured as written.

**6. CERTIFICATE HOLDER**  
Must be The BROWARD SHERIFF'S OFFICE

**7. POLICY EFFECTIVE DATE**  
Must be prior to or coincidental with effective date of contract.

**8. POLICY EXPIRATION DATE**  
If occurrence form, date must be on or after termination of contract.

**9. LIMITS OF INSURANCE**  
Must be the same or greater than required by the contract and bid documents.

**10. DESCRIPTION OF OPERATIONS**  
name additional insured here; place & event sometimes described here.

**11. NOTICE OF CANCELLATION**  
Must be modified as indicated; 60 days required.

**12. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

**ACORD . CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY) 01/01/09

**PRODUCER**  
Bill Jones Insurance Agency  
License #0C32505  
40 E. Main St., Ste. 1100  
FT. LAUDERDALE, FL 33312  
Ph. #: 800/683-005

**INSURED**  
XYZ COMPANY  
P. O. Box 41229  
FT. Lauderdale, FL 33312

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A	TRAVELERS INDEMNITY OF WISCONSIN
COMPANY LETTER	B	RELIANCE INSURANCE OF PENNSYLVANIA
COMPANY LETTER	C	STATE INSURANCE COMPANY
COMPANY LETTER	D	
COMPANY LETTER	E	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE. THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THESE POLICIES DOES NOT EXTEND TO ANY OTHER POLICY OR POLICIES. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER POLICIES.

COUNTY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL RISKS	COVERAGE	AMOUNT
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE UMBRELLA CONTRACTOR-PROT.	NGA0105086-09	10/01/08	10/31/09	GENERAL AGGREGATE	\$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> RENTALS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> DAMAGE	0105081-RJR	11/01/08	10/31/09	EXCESS	\$	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	46699898	11/01/08	10/31/09	EXCESS	\$	
D	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	JKA010-9087654	11/01/08	10/31/09	STATUTORY LIMITS	\$	
E	OTHER					\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**  
Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

**CERTIFICATE HOLDER**  
THE BROWARD SHERIFF'S OFFICE  
2601 W BROWARD BLVD  
FT LAUDERDALE, FL 33312  
Attn: CONTACT PERSON

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL, 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

**AUTHORIZED REPRESENTATIVE**  
Bill Jones

ACORD 25-S (3/88) ©ACORD CORPORATION 1988

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.

4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date”.
5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff’s Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff’s Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For “occurrence” form coverage, date should be on or after the termination date of contract; if “claims-made coverage,” coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days’ notice to the certificate holder named to the left.”
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

***Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff’s Office***



Supplier: **Medline Industries, Inc.**

### NON-COLLUSION CERTIFICATE

I, **Chris Powers**, representing **Medline Industries, Inc.** (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: **20041JLS**, Solicitation Title: **PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS** ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By: **Chris Powers**

Signature

**July 23 2020**

Date

**Chris Powers, VP of Government Sales**

Printed Name and Title

Federal Employer Identification Number **36-2596612**

Supplier: **Medline Industries, Inc.**



**SCRUTINIZED COMPANY CERTIFICATE  
RLI # 20041JLS**

**PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS**

I, **Chris Powers**, representing **Medline Industries, Inc.** (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: **20041JLS**, Solicitation Title: **PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS** ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is 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, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By: **Chris Powers**  
Signature

**July 23**  
Date

**2020**

**Chris Powers, VP of Government Sales**  
Printed Name and Title

Federal Employer Identification Number **36-2596612**

**Medline Industries, Inc.**  
Printed Name of Firm

**Medline Industries, Inc.**  
**Three Lakes Dr.**  
**Northfield, IL 60093**  
Address of Firm



**EXHIBIT C**  
**CONFIDENTIALITY AGREEMENT**

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an Agreement with MEDLINE INDUSTRIES, INC., ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF;

WHEREAS, CONTRACTOR has assigned \_\_\_\_\_  
("CONTRACTOR's Employee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR's Employee may receive confidential information related to the business of the SHERIFF; and

WHEREAS, when performing such work and providing such services CONTRACTOR's Employee will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR's Employee to perform services and for other good and valuable consideration CONTRACTOR's Employee agrees as follows:

I. Acknowledgment of Confidentiality. CONTRACTOR's Employee hereby acknowledges that CONTRACTOR's Employee may be exposed to confidential information related to applicants or information related to the business of the SHERIFF including, without limitation, undercover vehicle information, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, CONTRACTOR's Employee hereby agrees that during the term of rendering services or performing work and at all times thereafter CONTRACTOR's Employee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing or as required by law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

\_\_\_\_\_  
Employee/Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT D**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned CONTRACTOR hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The CONTRACTOR's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
(CONTRACTOR Signature)

\_\_\_\_\_  
(Company  
Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

State of \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name typed, printed, or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial Number, if any)