




DATE: October 20, 2020 20M-229

MEMO TO: Joseph R. Fernandez, Fire Chief, F/R & Emergency Services Dept. (via e-mail)
Heather Mitchell, Director, Finance (via e-mail)
Dafne Perez, Director, Office of Management & Budget (via e-mail)
John Greene, Director, Risk Management Division (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: Camille Wallace, Assistant General Counsel
Office of the General Counsel 

SUBJECT: Executed Contract – Bound Tree Medical, LLC (Awarded from RLI #20041JLS)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: Bound Tree Medical, LLC

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.

Consideration: See Exhibit "B" for price details.

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.

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/mb
Enclosure

cc via email: Division Chief Thomas O'Connell, F/R Logistics
Division Chief Heath Clark, F/R Training
Tessa Quinones, Business Manager, F/R and EMS Administration
Jason Spaide, Assistant Manager, Purchasing Administration (via e-mail)
Cristiane Rodriguez, Senior Purchasing Agent, Purchasing Administration
Anne (Cathy) Pastor, Administrative Assistant, F/R 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
BOUND TREE MEDICAL, LLC

THIS AGREEMENT is made and entered this 15 day of October, 2020 by and between Gregory Tony, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and Bound Tree Medical, LLC, an Ohio limited liability company authorized to do business in the State of Florida, located at 5000 Tuttle Crossing Blvd Dublin, OH 43016 (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 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. 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 a substantial increase of fifty (50%) or more, during the Initial Term, then CONTRACTOR may submit a request for a price increase to SHERIFF that must include a copy of the manufacturer letter of price fluctuation along with any other documents at the discretion of SHERIFF. 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).

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 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 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:

Chad Truni
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
800-533-0523
Chad.Truni@BoundTree.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.

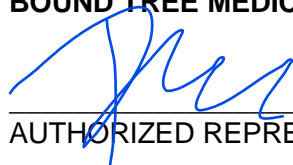
33.10 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties 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 BOUND TREE MEDICAL, LLC

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

BOUND TREE MEDICAL, LLC

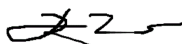


AUTHORIZED REPRESENTATIVE

Federal Employer ID#: 31-1739487

Date 10/09/2020

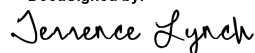
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

DocuSigned by:

842CB923200F4A1...

Fire Chief, Joseph R. Fernandez
Fire Rescue & Emergency Services Department

Date 10/15/2020 | 11:48 AM EDT

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

By 
84C9E504DDEB4B3...
Terrence Lynch,
General Counsel/Executive Director
Office of the General Counsel

DS


Date 10/12/2020 | 08:43 AM PDT

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 **The Broward Sheriff's Office (BSO) will receive formal sealed Letters of Interest and Statements of Qualifications and Experience for " PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS ". Please read the Request for Letter of Interest (RLI) carefully and include in your Proposal, all information, forms and documents requested.**
******NOTE TO VENDOR******
Please pay special attention to the unit of measure as it varies for each line item. (i.e. each, pack, case, set, etc.).

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.

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.

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&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.

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

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

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

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

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

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.

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

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.

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.

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

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

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.

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

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

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.

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

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

Description

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

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

Description

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

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

Description

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

Item	20041JLS--05-07 - Miscellaneous: NDC # 00574-0069
Lot Description	Miscellaneous
Quantity	700 each
Unit Price	<input type="text"/>
Delivery Location	Broward Sheriff's Office
	<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 & 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 & 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 & 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.

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

Description

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

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

Description

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

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

Description

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

Item	20041JLS--05-26 - Miscellaneous: NDC # 0781-5238-64
Lot Description	Miscellaneous
Quantity	1500 each
Unit Price	<input type="text"/>
Delivery Location	Broward Sheriff's Office
	<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

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"/>
<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"/>
<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 by 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 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 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. 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

[redacted]
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 ☐ 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.)

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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² 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. 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 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 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 ¹ The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

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	NGA0105086-09	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	1105081-RLR	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 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 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

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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

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RLI # 20041JLS

PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS

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EXHIBIT B

CONTRACTOR'S PROPOSAL TO RLI #20041JLS

PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS

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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 _____

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("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 PROPOSAL TO RLI #20041JLS
PHARMACEUTICAL FOR BSO FIRE RESCUE REGIONAL LOGISTICS

Bound Tree Medical

Bid Contact **Tim Jamison**
SubmitBids@boundtree.com
Ph 800-533-0523
Fax 877-311-2437

Address **5000 Tuttle Crossing BLvd**
Dublin, OH 43016

Supplier Code 241168

Bid Notes **Attached to the first line are all the requested and required documents for this bid. In addition to those documents, we have provided our item list with detailed information as to price, selling unit of measures, description, and dosages.**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
20041JLS--01-01	Vial: NDC Supplier Product Code: 375204 # 0409- 6629-02	First Offer - \$25.54	150 / each	\$3,831.00	Y Y
20041JLS--01-02	Vial: NDC Supplier Product Code: 064-11 # 63323- 064-04	First Offer - \$2.22	500 / each	\$1,110.00	Y
20041JLS--01-03	Vial: NDC Supplier Product Code: 6695-02 # 0409- 8060-29	First Offer - \$7.26	1000 / each	\$7,260.00	Y
20041JLS--01-04	Vial: NDC Supplier Product Code: 371113 # 0409- 2308-02	First Offer - \$1.46	1000 / each	\$1,460.00	Y
20041JLS--01-05	Vial: NDC Supplier Product Code: 376625 # 0409- 6625-02	First Offer - \$11.30	1500 / each	\$16,950.00	Y
20041JLS--01-06	Vial: NDC Supplier Product Code: 0409-0047- # 0009- 22 0047-25	First Offer - \$9.94	700 / each	\$6,958.00	Y
20041JLS--01-07	Vial: NDC Supplier Product Code: 6013-10 # 17478- 937-05	First Offer - \$3.37	2000 / each	\$6,740.00	Y
20041JLS--01-08	Vial: NDC Supplier Product Code: 6006-10 # 0641- 6006-10	First Offer - \$42.28	200 / each	\$8,456.00	Y
20041JLS--01-09	Vial: NDC Supplier Product Code: 372131 # 60977- 141-01	First Offer - \$115.83	20 / each	\$2,316.60	Y

20041JLS--01-10	Vial: NDC # 17478- 542-02	Supplier Product Code: 0542-02	First Offer - \$2.60	1000 / each	\$2,600.00	Y	
20041JLS--01-11	Vial: NDC # 63323- 651-04	Supplier Product Code: 0651-04	First Offer - \$11.03	1000 / each	\$11,030.00	Y	
20041JLS--01-12	Vial: NDC # 42023- 168-01	Supplier Product Code: 0168-01	First Offer - \$317.74	1000 / each	\$317,740.00	Y	
20041JLS--01-13	Vial: NDC # 63323- 064-03	Supplier Product Code: 064-03	First Offer - \$2.00	1000 / each	\$2,000.00	Y	
20041JLS--01-14	Vial: NDC # 47335- 931-44	Supplier Product Code: 1632-01	First Offer - \$6.35	250 / each	\$1,587.50	Y	
20041JLS--01-15	Vial: NDC # 0409- 1219-01	Supplier Product Code: 371219 Supplier Notes: We would like to propose an alternative to this item request which would provide BSO with substantial savings. Unit price \$90.75/Each for a Total Price of \$145,200.00. Attached to this line as well as the first item on the bid is our item list with detailed information as to price, selling unit of measures, description, and dosages.	First Offer - \$140.59	1600 / each	\$224,944.00	Y	Y
20041JLS--01-16	Vial: NDC # 0409- 4888-20	Supplier Product Code: 374882	First Offer - \$1.39	200 / each	\$278.00	Y	
20041JLS--01-17	Vial: NDC # 63323- 474-01	Supplier Product Code: 373474	First Offer - \$189.20	300 / box	\$56,760.00	Y	
20041JLS--01-18	Vial: NDC # 0409- 3375-04	Supplier Product Code: 3375-04	First Offer - \$24.87	140 / each	\$3,481.80	Y	
20041JLS--01-19	Vial: NDC # 0409-	Supplier Product Code: 379104	First Offer - \$2.50	700 / each	\$1,750.00	Y	

9104-20						
20041JLS--01-20	Vial: NDC # 63323-616-03	Supplier Product Code: 0616-03	First Offer - \$1.81	2500 / each	\$4,525.00	Y
20041JLS--01-21	Vial: NDC # 0409-9094-22	Supplier Product Code: 379094	First Offer - \$1.42	750 / each	\$1,065.00	Y
20041JLS--01-22	Vial: NDC # 0409-4755-03	Supplier Product Code: 4755-02	First Offer - \$0.51	1500 / each	\$765.00	Y
20041JLS--01-23	Vial: NDC # 0409-4887-10	Supplier Product Code: 0074488710	First Offer - \$1.13	300 / each	\$339.00	Y
20041JLS--01-24	Vial: NDC # 0409-6695-01	Supplier Product Code: 6695-01	First Offer - \$6.93	1000 / each	\$6,930.00	Y
20041JLS--01-25	Vial: NDC # 0409-2290-31	Supplier Product Code: 0376-25	First Offer - \$1.23	1000 / each	\$1,230.00	Y
20041JLS--01-26	Vial: NDC # 0409-3796-01	Supplier Product Code: 3796-01	First Offer - \$2.32	1000 / each	\$2,320.00	Y
20041JLS--01-27	Vial: NDC # 0409-3796-19	Supplier Product Code: 3796-01	First Offer - \$2.32	150 / each	\$348.00	Y
20041JLS--01-28	Vial: NDC # 0409-9558-10	Supplier Product Code: 9558-10	First Offer - \$6.95	100 / each	\$695.00	Y
20041JLS--01-29	Vial: NDC # 63323-563-10	Supplier Product Code: 0166-41	First Offer - \$11.86	50 / each	\$593.00	Y
20041JLS--01-30	Vial: NDC # 0065-0741-14	Supplier Product Code: 0741-14	First Offer - \$12.84	300 / each	\$3,852.00	Y
Lot Total					\$699,914.90	

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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20041JLS--02-01	Saline: NDC # 03389-54206-20	Supplier Product Code: 358001	First Offer - \$2.49	960 / each	\$2,390.40	Y
20041JLS--02-02	Saline: NDC # 0338-0049-02	Supplier Product Code: 358002	First Offer - \$2.49	1440 / each	\$3,585.60	Y
20041JLS--02-03	Saline: NDC # 0338-0049-01	Supplier Product Code: 7800-09	First Offer - \$2.49	960 / each	\$2,390.40	Y
20041JLS--02-04	Saline: NDC # 0338-0049-48	Supplier Product Code: 358437	First Offer - \$2.02	2880 / each	\$5,817.60	Y
20041JLS--02-05	Saline: NDC # 0409-4888-10	Supplier Product Code: 600-10	First Offer - \$0.34	15000 / each	\$5,100.00	Y
20041JLS--02-06	Saline: NDC # 0409-7984-13	Supplier Product Code: 601306	First Offer - \$1.90	19200 / each	\$36,480.00	Y

Lot Total **\$55,764.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
20041JLS--03-01	PFS/Luer: NDC # 0409-4904-34	Supplier Product Code: 0074490301	First Offer - \$3.88	60 / each	\$232.80	Y
20041JLS--03-02	PFS/Luer: NDC # 76329-3339-1	Supplier Product Code: 371006	First Offer - \$11.05	2000 / each	\$22,100.00	Y
20041JLS--03-03	PFS/Luer: NDC # 76329-3301-1	Supplier Product Code: 373301	First Offer - \$14.10	2600 / each	\$36,660.00	Y
20041JLS--03-04	PFS/Luer: NDC # 0409-1775-10	Supplier Product Code: 371775	First Offer - \$11.11	1000 / each	\$11,110.00	Y
20041JLS--03-05	PFS/Luer: NDC # 76329-3316-1	Supplier Product Code: 373316	First Offer - \$9.65	5000 / each	\$48,250.00	Y
20041JLS--03-06	PFS/Luer: NDC # 76329-3390-1	Supplier Product Code: 373390	First Offer - \$6.22	700 / each	\$4,354.00	Y
20041JLS--03-07	PFS/Luer: NDC # 0409-1639-10	Supplier Product Code: 379631	First Offer - \$19.65	1800 / each	\$35,370.00	Y
20041JLS--03-08	PFS/Luer: NDC # 0409-5534-34	Supplier Product Code: 0074553401	First Offer - \$13.00	700 / each	\$9,100.00	Y
20041JLS--03-09	PFS/Luer: NDC # 0409-2339-34	Supplier Product Code: 372339	First Offer - \$9.16	600 / each	\$5,496.00	Y

20041JLS--03-10	PFS/Luer: NDC # 76329-3369-1	Supplier Product Code: 373369	First Offer - \$30.50	2500 / each	\$76,250.00	Y
20041JLS--03-11	PFS/Luer: NDC # 25021-301-67	Supplier Product Code: 0651-02	First Offer - \$17.60	1100 / each	\$19,360.00	Y
20041JLS--03-12	PFS/Luer: NDC # 25021-301-68	Supplier Product Code: 0301-68	First Offer - \$25.33	1000 / each	\$25,330.00	Y
20041JLS--03-13	PFS/Luer: NDC #76329-3304-1	Supplier Product Code: 373304	First Offer - \$11.72	600 / each	\$7,032.00	Y
Lot Total					\$300,644.80	

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
20041JLS--04-01	Miscellaneous: NDC # 0283-0679-02	Supplier Product Code: 37501	First Offer - \$36.15	300 / each	\$10,845.00 Y
20041JLS--04-02	Miscellaneous: NDC # 0338-0004-03	Supplier Product Code: 607113	First Offer - \$2.82	3000 / each	\$8,460.00 Y
20041JLS--04-03	Miscellaneous: NDC # 57896-911-36	Supplier Product Code: 911316	First Offer - \$0.75	1024 / each	\$768.00 Y
20041JLS--04-04	Miscellaneous: NDC # 54288-103-10	Supplier Product Code: 103-10	First Offer - \$13.44	700 / each	\$9,408.00 Y
20041JLS--04-05	Miscellaneous: NDC # 0338-0017-48	Supplier Product Code: 118-2B0087EA	First Offer - \$2.96	450 / each	\$1,332.00 Y
20041JLS--04-06	Miscellaneous: NDC # 0264-9594-20	Supplier Product Code: 9594-20	First Offer - \$6.62	200 / each	\$1,324.00 Y
20041JLS--04-07	Miscellaneous: NDC # 00574-0069	Supplier Product Code: 466930	First Offer - \$3.95	700 / each	\$2,765.00 Y
20041JLS--04-08	Miscellaneous: PART# 231209G	Supplier Product Code: F4122	First Offer - \$12.22	30 / box	\$366.60 Y
20041JLS--04-09	Miscellaneous: NDC # 76299-430-08	Supplier Product Code: 1911-43008	First Offer - \$170.99	300 / each	\$51,297.00 Y

20041JLS--04-10	Miscellaneous: NDC # 24208-920-64	Supplier Product Code: 372121	First Offer - \$89.99	300 / each	\$26,997.00	Y
20041JLS--04-11	Miscellaneous: NDC # 67777-251-01	Supplier Product Code: 900234	First Offer - \$3.28	600 / box	\$1,968.00	Y
20041JLS--04-12	Miscellaneous: NDC # 0281-0326-30	Supplier Product Code: 373830	First Offer - \$44.21	200 / each	\$8,842.00	Y
20041JLS--04-13	Miscellaneous: NDC # 45802-410-59	Supplier Product Code: 0410-59	First Offer - \$1.69	200 / each	\$338.00	Y
20041JLS--04-14	Miscellaneous: NDC # 11704-370-01	Supplier Product Code: 0370-01	First Offer - \$936.36	36 / each	\$33,708.96	Y
20041JLS--04-15	Miscellaneous: NDC # 0338-1007-03	Supplier Product Code: 377809	First Offer - \$264.86	200 / case	\$52,972.00	Y
20041JLS--04-16	Miscellaneous: NDC # 0002-8031-01	Supplier Product Code: 000002145001	First Offer - \$346.78	500 / each	\$173,390.00	Y
20041JLS--04-17	Miscellaneous: NDC # 63653-1171-3	Supplier Product Code: 1171-03	First Offer - \$79.17	100 / pack	\$7,917.00	Y
20041JLS--04-18	Miscellaneous: NA	Supplier Product Code: 660267	First Offer - \$11.69	120 / each	\$1,402.80	Y
20041JLS--04-19	Miscellaneous: NDC # 00597-0260-10	Supplier Product Code: 0593-03	First Offer - \$158.90	475 / each	\$75,477.50	Y
20041JLS--04-20	Miscellaneous: NDC # 0338-1007-02	Supplier Product Code: 118-2B0842EA	First Offer - \$12.80	600 / each	\$7,680.00	Y
20041JLS--04-21	Miscellaneous: NDC # 0904-1985-00	Supplier Product Code: 0305-01	First Offer - \$3.79	250 / each	\$947.50	Y
20041JLS--04-22	Miscellaneous: NDC # 0071-0418-	Supplier Product Code: 0418-13	First Offer - \$1.66	500 / each	\$830.00	Y

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20041JLS--04-23	Miscellaneous: NDC # 0487-9501-01	Supplier Product Code: 379501	First Offer - \$0.18	7000 / each	\$1,260.00	Y
20041JLS--04-24	Miscellaneous: NDC # 0487-9801-01	Supplier Product Code: 0201-01	First Offer - \$0.36	5000 / each	\$1,800.00	Y
20041JLS--04-25	Miscellaneous: NDC # 69547-353-02	Supplier Product Code: 0353-02	First Offer - \$46.90	260 / each	\$12,194.00	Y
20041JLS--04-26	Miscellaneous: NDC # 0781-5238-64	Supplier Product Code: 0390-10	First Offer - \$0.17	1500 / each	\$255.00	Y
20041JLS--04-27	Miscellaneous: PART # 40ZLUB	Supplier Product Code: 1340-13140	First Offer - \$1.78	50 / each	\$89.00	Y
20041JLS--04-28	Miscellaneous: PART # T00137	Supplier Product Code: 440128	First Offer - \$0.07	53856 / each	\$3,769.92	Y
Lot Total					\$498,404.28	
Supplier Total					\$1,554,727.98	

Bound Tree Medical

Item: **Vial:NDC # 0409-6629-02**

Attachments

Broward Sheriffs Office 20041JLS Pharmaceuticals for BSO Fire Rescue Regional Logistics.pdf

Submittal Document 3.2.pdf

Submittal Document 3.3.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

Broward Sheriff's Office
Item List for Broward Sheriff's Office
Pharmaceuticals for BSO Fire Rescue Regional Logistics
Bid No.: 20041JLS

20041JLS

Broward Sheriff's Office Line ID	Broward Sheriff's Office Vendor Item #	Broward Sheriff's Office Vendor Name	Broward Sheriff's Office Item Description	Broward Sheriff's Office Qty	Broward Sheriff's Office UoM	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM	Adj Selling Qty	Quoted Extended Price
20041JLS-01-01	NDC 0409-6629-02	HOSPIRA	Quelicin Succinylcholine 200mg (20mg/ml), 10 ml Vial PKG: 25/TRAY	150	1/Each	375204	Quelicin, 200mg, 10ml Vial (Refrigeration Required)	PFIZER INC. (HOSPIRA)	0409662902	\$ 638.50	25/BX	6	\$ 3,831.00
20041JLS-01-02	NDC 63323-064-04	Fresenius Kabi USA, LLC	Magnesium Sulfate 50% 500mg/mL 10 ml Vial PKG: 25/TRAY	500	1/Each	064-11	Magnesium Sulfate 50% 5gm, 10ml vial	OTHER MANUFACTURER	064-11	\$ 55.50	25/BX	20	\$ 1,110.00
20041JLS-01-03	NDC 0409-8060-29	HOSPIRA	Etomidate (Amidate) 40mg/20ml (2mg/ml) prefilled PKG: 10/BX	1000	1/Each	6695-02	Amidate, 40mg, 20ml Vial	PFIZER INC. (HOSPIRA)	0409669502	\$ 72.60	10/BX	100	\$ 7,260.00
20041JLS-01-04	NDC 0409-2308-02	HOSPIRA	Midazolam Hydrochloride 5mg/ml 2ml Vial PKG: 10/BX	1000	1/Each	371113	Midazolam, Class IV, 10mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409230802	\$ 14.60	10/BX	100	\$ 1,460.00
20041JLS-01-05	NDC 0409-6625-02	HOSPIRA	Sodium Bicarb Inj. 8.4% 50 ml Vial PKG: 25/TRAY	1500	1/Each	376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	\$ 282.50	25/BX	60	\$ 16,950.00
20041JLS-01-06	NDC 0009-0047-25	PHARMACIA & UPIOHN CO	Solu-Medrol Inj. 125mg/ml 2ml Vial PKG: 25/BX	700	1/Each	0409-0047-22	SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	\$ 248.50	25/BX	28	\$ 6,958.00
20041JLS-01-07	NDC 17478-937-05	AKORN INC	Diltiazem Hydrochloride (Cardizem), 25 mg (5mg/mL) 5 mL Vial PKG: 10/BX	2000	1/Each	6013-10	Diltiazem Hydrochloride Injection, 25mg/5ml (5mg ml) Vial (Refrigeration Required)	Hikma Pharmaceuticals USA Inc	0641601310	\$ 33.70	10/BX	200	\$ 6,740.00
20041JLS-01-08	NDC 0641-6006-10	WEST-WARD PHARM	Atropine Sulfate 0.4 mg/ml 20/ml Vial PKG: 10/ PK, 5 PKs/CASE, 50/EA	200	1/Each	6006-10	Atropine, 8mg, 20ml Vial	Hikma Pharmaceuticals USA Inc	0641600610	\$ 422.80	10/BX	20	\$ 8,456.00
20041JLS-01-09	NDC 60977-141-01	BAXTER	Protopam Chloride 1g/20mL, 20mL Vial PKG: 6/BX	20	1/Each	372131	Protopam Chloride, 1gm Powder, 20ml Vial	BAXTER HEALTHCARE PHARM DIVISION	6097714101	\$ 694.98	6/PK	3.333333	\$ 2,316.60
20041JLS-01-10	NDC 17478-542-02	AKORN INC	Adenosine 6mg 3mg/ml 2ml Vial PKG: 10/BX	1000	1/Each	0542-02	Adenosine 6mg, 2ml Vial	CARDINAL HEALTH-PHARMA	4391611	\$ 26.00	10/BX	100	\$ 2,600.00
20041JLS-01-11	NDC 63323-651-04	Fresenius Kabi USA, LLC	Adenosine 12mg 3mg/ml 4ml Vial PKG: 10/BX	1000	1/Each	0651-04	Adenosine 12mg, 4ml Vial	OTHER MANUFACTURER	605104	\$ 110.30	10/BX	100	\$ 11,030.00
20041JLS-02-12	NDC 42023-168-01	Par Pharmaceutical, Inc	Adrenalin (Epinephrine) Injection 1mg/mL 30mL Vial PKG: 1/EA	1000	1/Each	0168-01	Adrenalin (Epinephrine) 1mg/ml, 30ml vial	OTHER MANUFACTURER	994233	\$ 317.74	1/EA	1000	\$ 317,740.00
20041JLS-01-13	NDC 63323-064-03	Fresenius Kabi USA, LLC	Magnesium Sulfate Inj. 50% 1gm (500mg/ml) 2ml Vial PKG: 25/TRAY	1000	1/Each	064-03	Magnesium Sulfate 50%, 1gm, 2ml Vial	OTHER MANUFACTURER	064-03	\$ 50.00	25/BX	40	\$ 2,000.00
20041JLS-01-14	NDC 47335-931-44	SUN PHARMA GLOBAL INC	VECURONIUM BROMIDE 1mg/ml 10ml Vial PKG: 10/BX	250	1/Each	1632-01	Vecuronium Powder, 10mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409163201	\$ 63.50	10/BX	25	\$ 1,587.50
20041JLS-01-15	NDC 0409-1219-01	HOSPIRA, Inc	Naloxone Hydrochloride .4mg/ml 10 ml Vial Multi-Dose PKG: 25/CS	1600	1/Each	371219	Naloxone, 4mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409121901	\$ 3,514.75	25/CS	64	\$ 224,944.00
20041JLS-01-15	NDC 0409-1219-01	HOSPIRA, Inc	Naloxone Hydrochloride .4mg/ml 10 ml Vial Multi-Dose PKG: 25/CS	1600	1/Each		**Alternative** Naloxone, 4mg, 10ml Vial	CARDINAL HEALTH RX		\$ 90.75	1/EA	1600	\$ 145,200.00
20041JLS-01-16	NDC 0409-4888-20	HOSPIRA	Sodium Chloride 9mg/mL, 20 ml Vial PKG: 25/TRAY (BOX)	200	1/Each	374882	Sodium Chloride, 0.9%, 20ml Vial	PFIZER INC. (HOSPIRA)	0409488820	\$ 34.75	25/BX	8	\$ 278.00
20041JLS-01-17	NDC 63323-474-01	Fresenius Kabi USA, LLC	Haloperidol (Haldol) 5mg/ml 1ml Vial PKG: 25/TRAY(BOX)	300	25/Box	373474	Haloperidol, 5mg, 1ml Vial	OTHER MANUFACTURER	437401 (25/PK)	\$ 189.20	25/PK	300	\$ 56,760.00
20041JLS-01-18	NDC 0409-3375-04	Hospira, Inc	Levophed 0.1% 4mg, 4ml Vial PKG: 10/BX	140	1/Each	3375-04	Levophed, 0.1%, 4mg/4ml Vial	PFIZER INC. (HOSPIRA)	0409337504	\$ 248.70	10/BX	14	\$ 3,481.80
20041JLS-01-19	NDC 0409-9104-20	HOSPIRA	Dopamine Hydrochloride 40mg/ml 10 ml Vial PKG: 25/BX	700	1/Each	379104	Dopamine, 400mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409910420	\$ 62.50	25/BX	28	\$ 1,750.00
20041JLS-01-20	NDC 63323-616-03	Fresenius Kabi USA, LLC	Amiodarone 50mg/ml, 3ml Vial PKG: 25/TRAY	2500	1/Each	0616-03	Amiodarone, 150mg, 3ml Vial	OTHER MANUFACTURER	63323-0616-03	\$ 45.25	25/PK	100	\$ 4,525.00
20041JLS-01-21	NDC 0409-9094-22	Hospira, Inc	Fentanyl Citrate, 50 ug/mL, 2mL Vial PKG: 25/TRAY	750	1/Each	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC. (HOSPIRA)	0409909422	\$ 35.50	25/BX	30	\$ 1,065.00
20041JLS-01-22	NDC 0409-4755-03	HOSPIRA	Ondansetron (Zofran) 4mg (2mg/mL) 2ml Vial PKG: 25/BX	1500	1/Each	4755-02	Ondansetron, 4mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409475503	\$ 12.75	25/BX	60	\$ 765.00
20041JLS-01-23	NDC 0409-4887-10	HOSPIRA	Water Sterile for Inj., 1ml/mL, 10ml Vial PKG: 25/TRAY	300	1/Each	0074488710	Sterile Water, 10ml Vial	PFIZER INC. (HOSPIRA)	0409488710	\$ 28.25	25/BX	12	\$ 339.00
20041JLS-01-24	NDC 0409-6695-01	HOSPIRA	Etomidate (Amidate) 20mg 2mg/ml 10 ml Vial PKG: 10/TRAY	1000	1/Each	6695-01	Etomidate, 20mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409669501	\$ 69.30	10/BX	100	\$ 6,930.00
20041JLS-01-25	NDC 0409-2290-31	Hospira, Inc	Diphenhydramine Hydrochloride 50mg/mL, 1ml PKG: 25VIALS/TRAY	1000	1/Each	0376-25	Diphenhydramine, 50mg/ml, 1ml Vial	Hikma Pharmaceuticals USA Inc	0641037625	\$ 30.75	25/PK	40	\$ 1,230.00
20041JLS-01-26	NDC 0409-3796-01	HOSPIRA	Ketoralac Tromethamine Inj 60mg/2mL Vial PKG: 25/BX	1000	1/Each	3796-01	Ketoralac, 60mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409379601	\$ 58.00	25/BX	40	\$ 2,320.00
20041JLS-01-27	NDC 0409-3796-19	Hospira, Inc	KETOROLAC TROMETHAMINE 60 mg/2mL, 2mL Vial PKG: 25/TRAY	150	1/Each	3796-01	Ketoralac, 60mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409379601	\$ 58.00	25/BX	6	\$ 348.00
20041JLS-01-28	NDC 0409-9558-10	Hospira, Inc	Rocuronium Bromide, 10 mg/mL, 10 mL Vial PKG: 10/BX	100	1/Each	9558-10	Rocuronium, 10 mg/ml, 10 ml vial *Refrigeration Required*	PFIZER INC. (HOSPIRA)	0409955810	\$ 69.50	10/BX	10	\$ 695.00
20041JLS-01-29	NDC 63323-563-10	Fresenius Kabi USA, LLC	TRANEXAMIC ACID INJECTION, 100 mg/mL, 10ml Vial PKG: 10/TRAY	50	1/Each	0166-41	Tranexamic Acid 100mg/mL, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	\$ 118.60	10/BX	5	\$ 593.00
20041JLS-01-30	NDC 0065-0741-14	ALCON LABORATORIES, INC	Tetracaine Hydrochloride, 5mg/mL, 4mL Bottle PKG: 12/BX Bottle	300	1/Each	0741-14	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack	CARDINAL HEALTH-PHARMA	5294491	\$ 154.08	12/BX	25	\$ 3,852.00
20041JLS-02-01	NDC 03389-54206-20	BAXTER # FE1323	IV Solution, Saline, 500ML, 0.9% NAACL PKG: 24/CS	960	1/Each	358001	Sodium Chloride, 0.9%, 500ml Bag	B. BRAUN MEDICAL, INC	18001	\$ 2.49	1/EA	960	\$ 2,390.40
20041JLS-02-02	NDC 0338-0049-02	BAXTER	IV Solution, Saline, 250 ML, 0.9% NAACL PKG: 1 BAG	1440	1/Each	358002	Sodium Chloride, 0.9%, 250ml Bag	B. BRAUN MEDICAL, INC	18002	\$ 2.49	1/EA	1440	\$ 3,585.60
20041JLS-02-03	NDC 0338-0049-01	BAXTER	IV Solution Saline, 1000ML, 0.9% NAACL PKG: 1 BAG	960	1/Each	7800-09	Sodium Chloride, 0.9%, 1000ml Bag	B. BRAUN MEDICAL, INC	18000	\$ 2.49	1/EA	960	\$ 2,390.40
20041JLS-02-04	NDC 0338-0049-48	BAXTER	IV Solution, Saline, 100ML, 0.9% NAACL PKG: 1 BAG	2880	1/Each	358437	Sodium Chloride, 0.9%, 100ml Bag	BAXTER HEALTHCARE-DMG	281307	\$ 2.02	1/EA	2880	\$ 5,817.60
20041JLS-02-05	NDC 0409-4888-10	HOSPIRA	Saline Flush 0.9%, 10 ml prefilled Ansyr Syringe PKG: 25/TRAY	15000	1/Each	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABIUTI	2T0806	\$ 0.34	1/EA	15000	\$ 5,100.00
20041JLS-02-06	NDC 0409-7984-13	HOSPIRA	IV Solution, Saline, 50 ML, 0.9% NAACL PKG: 1 BAG	19200	1/Each	601306	Sodium Chloride, 0.9%, 50ml Bag	BAXTER HEALTHCARE-DMG	281306	\$ 1.90	1/EA	19200	\$ 36,480.00
20041JLS-03-01	NDC 0409-4904-34	HOSPIRA	Lidocaine Hydrochloride, 10 mg/mL, 5ml Syringe PKG: 1/BX	60	1/Each	0074490301	Lidocaine, 2%, 100mg, 5ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409123205	\$ 38.80	10/BX	6	\$ 232.80
20041JLS-03-02	NDC 76329-3339-1	IMS LIMITED	Atropine Sulfate Inj. 1mg .01mg/ml 10 ml Luer Jet Syringe PKG: 10/PK, 5 PKs/CASE, 50/EA	2000	1/Each	371006	Atropine, 1mg, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933391	\$ 110.50	10/PK	200	\$ 22,100.00
20041JLS-03-03	NDC 76329-3301-1	IMS LIMITED	Dextrose Monohydrate 50%, 500mg/mL 50 mL Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA	2600	1/Each	373301	Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933011	\$ 141.00	10/PK	260	\$ 36,660.00
20041JLS-03-04	NDC 0409-1775-10	HOSPIRA	Dextrose 25% 250mg/ml 10 ml Syringe Pediatric PKG: 10/PK, 5 PACKS/CASE, 50/EA	1000	1/Each	371775	Dextrose, 25%, 10ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409177510	\$ 111.10	10/BX	100	\$ 11,110.00

Broward Sheriff's Office
 Item List for Broward Sheriff's Office
 Pharmaceuticals for BSO Fire Rescue Regional Logistics
 Bid No.: 20041JLS

20041JLS

Broward Sheriff's Office Line ID	Broward Sheriff's Office Vendor Item #	Broward Sheriff's Office Vendor Name	Broward Sheriff's Office Item Description	Broward Sheriff's Office Qty	Broward Sheriff's Office UoM	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM	Adj Selling Qty	Quoted Extended Price
20041JLS-03-05	NDC 76329-3316-1	IMS	Epinephrine 0.1mg/mL 10ml Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA	5000	1/Each	373316	Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933161	\$ 96.50	10/PK	500	\$ 48,250.00
20041JLS-03-06	NDC 76329-3390-1	IMS	Lidocaine HCL Inj. 2% 20mg/mL, 100mg, 5ml Luer Jet Syringe PKG: 10/BX	700	1/Each	373390	Lidocaine, 2%, 100mg, 5ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933901	\$ 62.20	10/PK	70	\$ 4,354.00
20041JLS-03-07	NDC 0409-1639-10	HOSPIRA	Furosemide Inj. 10mg/1ml 10ml Ansyr Syringe, 100 mg PKG: 10/BX	1800	1/Each	379631	Furosemide, 100mg, 10ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409163910	\$ 196.50	10/BX	180	\$ 35,370.00
20041JLS-03-08	NDC 0409-5534-34	HOSPIRA	Sodium Bicarb Inj. 4.2% 10 ml Syringe Pedi Lifeshield PKG: 50/CS	700	1/Each	0074553401	Sodium Bicarbonate, Infant, 4.2%, 10ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409553434	\$ 130.00	10/BX	70	\$ 9,100.00
20041JLS-03-09	NDC 0409-2339-34	HOSPIRA	Labetalol Hydrochloride 20mg, 5mg/mL 4mL Luer Lock Carpuject PKG: 10/BX	600	1/Each	372339	Labetalol, 20mg, 4ml Luer Locking Carpuject (Requires Carpuject Holder #D250)*MFCTR Backorder*	PFIZER INC. (HOSPIRA)	0409233934	\$ 91.60	10/BX	60	\$ 5,496.00
20041JLS-03-10	NDC 76329-3369-1	IMS LIMITED	Naloxone (Narcan) 1mg/mL, 2ml prefilled Luer PKG: 10/BX	2500	1/Each	373369	Naloxone, 2 mg, 2ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933691	\$ 305.00	10/CS	250	\$ 76,250.00
20041JLS-03-11	NDC 25021-301-67	SAGENT PHARM	Adenosine 3 mg/mL, 2ml Luer Locking PFS PKG: 10/BX	1100	1/Each	0301-67	Adenosine, 6mg, 2ml Locking Prefilled Syringe	SAGENT PHARMACEUTICALS, INC.	0301-67	\$ 176.00	10/BX	110	\$ 19,360.00
20041JLS-03-12	NDC 25021-301-68	SAGENT PHARM	Adenosine 3 mg/mL, 4ml Luer Locking PFS PKG: 10/BX	1000	1/Each	0301-68	Adenosine 12 mg, 4 ml Luer Lock Syringe	SAGENT PHARMACEUTICALS, INC.	0301-68	\$ 253.30	10/BX	100	\$ 25,330.00
20041JLS-03-13	NDC #76329-3304-1	IMS LIMITED	Calcium Chloride 100mg/mL 10 ml Luer Jet Syringe PKG: 10/PK	600	1/Each	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	\$ 117.20	10/BX	60	\$ 7,032.00
20041JLS-04-01	NDC 0283-0679-02	BEUTLICH PHARM	Hurricane Spray, Cherry Anesthetic, 200mg/g PKG: 1 CAN	300	1/Each	37501	Hurricane Topical Anesthetic Spray, w/1 Extension Tube, 2oz	OTHER MANUFACTURER	0679-02	\$ 36.15	1/EA	300	\$ 10,845.00
20041JLS-04-02	NDC 0338-0004-03	BAXTER	Sterile Water Irrigation, 1ml/mL, 500 ml bottle PKG: 18/BX	3000	1/Each	607113	Sterile Water Irrigation Solution, 500ml Pour Bottle	BAXTER HEALTHCARE-DMG	2F7113	\$ 2.82	1/EA	3000	\$ 8,460.00
20041JLS-04-03	NDC 57896-911-36	GERI-CARE	Aspirin 81 mg 36/btl Childrens chewable, orange flavor PKG: 24/CS	1024	36/Each	911316	Aspirin, 81 mg Chewable Tablets, Orange Flavor 36/Bottle	GERI-CARE	911-316	\$ 0.75	36/BT	1024	\$ 768.00
20041JLS-04-04	NDC 54288-103-10	BPI Labs, LLC	Epinephrine 1:1000 Inj. 1mg/mL Ampule PKG: 25/BX, 32BX/CS	700	1/Each	103-10	Epinephrine 1mg, 1ml Ampule	BPI LABS, LLC	54288-103-10	\$ 134.40	10/PK	70	\$ 9,408.00
20041JLS-04-05	NDC 0338-0017-48	BAXTER	Dextrose Injection 5%, 50 g/1000mL, 100ml Bag PKG: 1/BAG	450	1/Each	118-280087EA	Dextrose, 5%, 100ml Mini-Bag, Single Pack	BAXTER HEALTHCARE-DMG	280087	\$ 2.96	1/EA	450	\$ 1,332.00
20041JLS-04-06	NDC 0264-9594-20	BRAUN	Lidocaine Hydrochloride and Dextrose, 5g/100mL, 250mL PKG: 24BAGS/CS	200	1/Each	9594-20	Lidocaine / D5W, 1gm, 250ml Bag	B. BRAUN MEDICAL, INC	P5942	\$ 158.88	24/CS	8.333333	\$ 1,324.00
20041JLS-04-07	NDC 00574-0069	PADDOCK LAB	Glucose 15g/37.5g lemon flavor Tube PKG: 3/PACK	700	1/Each	466930	Glucose, 3 Tube Pack, 15gm, Lemon	PERRIGO PHARMACEUTICALS (MINNESOTA DIVISION)	0069-30	\$ 11.85	3/PK	233.3333	\$ 2,765.00
20041JLS-05-08	231209G	HONEYWELL	Triple Antibiotic Ointment 0.9g (1/32oz) PKG: 144PACK/BX	30	144/Box	F4122	Triple Biotic Ointment, 0.5gm foil pack, 144pk/bx	HONEYWELL SAFETY PRODUCTS USA INC	231209G	\$ 12.22	144/BX	30	\$ 366.60
20041JLS-04-09	NDC 76299-430-08	Mist Pharmaceuticals, LLC	Nitromist 400 ug/1, 230 AEROSOL, METERED in 1 BOTTLE PKG: 8/BX	300	1/Each	1911-43008	Nitromist 400mcg Spray, 8.5gm Bottle, 230 Metered Doses	McKESSON C/O EVUS PHARMACEUTICALS	0430-08	\$ 170.99	1/EA	300	\$ 51,297.00
20041JLS-04-10	NDC 24208-920-64	BAUSCH & LOMB	Tetracaine Hydrochloride, 5 mg/mL, 15mL Bottle PKG: 1 Bottle	300	1/Each	372121	TETRACAINE 0.5% 15ML BOTTLE 2121	CAPITAL WHOLESALE DRUG	209204	\$ 89.99	1/EA	300	\$ 26,997.00
20041JLS-04-11	NDC 67777-251-01	X-GEN	Ammonia Inhalants .3ml Ampule, .045g/.3ml PKG: 10/BX	600	10/Box	900234	Ammonia Inhalants Ampules, 10/bx	HONEYWELL SAFETY PRODUCTS USA INC	020225	\$ 3.28	10/BX	600	\$ 1,968.00
20041JLS-04-12	NDC 0281-0326-30	SVAGE INC	Nitroglycerine Ointment 2% 30 gm Tube PKG: 30/BX	200	1/Each	373830	Nitroglycerine Ointment, 2%, 30gm, includes rolled and permeable measuring paper inside the box.	CARDINAL HEALTH-PHARMA	4159943	\$ 44.21	1/EA	200	\$ 8,842.00
20041JLS-04-13	NDC 45802-410-59	PERRIGO INC	Oxymetazoline HCL .05g/100ml Nasal Spray 30ml bottle PKG: 1 BOTTLE	200	1/Each	0410-59	Oxymetazoline HCL 0.05%, 1oz, 30ml Bottle	CARDINAL HEALTH-PHARMA	1429000	\$ 1.69	1/EA	200	\$ 338.00
20041JLS-04-14	NDC 11704-370-01	MERIDIAN MEDICAL	Cyanokit 5gm/250ml, Hydroxocobalamin Kit, Contains: 1 IV Admin set & 1 Transfer Spike, PKG: 16/CS	36	1/Each	0370-01	Cyanokit, 5gm Hydroxocobalamin, Contains 1 IV Admin set and 1 Transfer Spike	MERIDIAN MEDICAL TECHNOLOGIES	11704-0370-01	\$ 936.36	1/EA	36	\$ 33,708.96
20041JLS-04-15	NDC 0338-1007-03	BAXTER	Dopamine 800mg in 500ml 5% DEXTROSE PKG: 12/CS	200	12/Case	377809	Dopamine / D5W, 800mg, 500ml Bag *MFCTR Backorder*	PFIZER INC. (HOSPIRA)	0409780924	\$ 264.86	12/CS	200	\$ 52,972.00
20041JLS-04-16	NDC 0002-8031-01	ELI LILLY & CO	Glucagon Emergency kit 1mg (1 unit) PKG: 10/BX	500	1/Each	000002145001	Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent	CARDINAL HEALTH-PHARMA	2858090	\$ 346.78	1/EA	500	\$ 173,390.00
20041JLS-04-17	NDC 63653-1171-3	AUROBINO PHARM	Plavix (Clopidogrel) 75 mg Tabs PKG: 10 TABS/PKG	100	10/Pack	1171-03	Plavix, 75mg UD Tablets, 100/Box	CARDINAL HEALTH RX	146818	\$ 791.70	100/BX	10	\$ 7,917.00
20041JLS-04-18			ZERYM ANTIDOTE SPRAY, 2 oz Bottle PKG: 1 BOTTLE	120	1/Each	660267	Zerym Antidote Spray, 2oz Btl	IVY OFF. INC.	ZERYM	\$ 11.69	1/EA	120	\$ 1,402.80
20041JLS-04-19	NDC 00597-0260-10		Glucagen Diagnostic Kit, 1mg PKG: 1mg vial of Glucagon & 1mL vial of Sterile Water	475	1/Each	0593-03	Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution	OTHER MANUFACTURER	63323-0593-03	\$ 158.90	1/EA	475	\$ 75,477.50
20041JLS-04-20	NDC 0338-1007-02	HOSPIRA	Dopamine Hydrochloride and Dextrose 160mg/100mL, 250mL PKG: 18/BX	600	1/Each	118-280842EA	Dopamine 400mg / Dextrose 5%, 250ml Bag	BAXTER HEALTHCARE-DMG	280842	\$ 230.40	18/CS	33.33333	\$ 7,680.00
20041JLS-04-21	NDC 0904-1985-00	OTC MONOGRAPH FINAL	Acetaminophen (Generic Tylenol) 160/mg/5ml 4oz. bottle, cherry PKG: 4BOTTLES/BX	250	1/Each	0305-01	Acetaminophen 160mg/5ml 118ml bottle	CARDINAL HEALTH-PHARMA	5521570	\$ 3.79	1/BT	250	\$ 947.50
20041JLS-04-22	NDC 0071-0418-13	PFIZER INC	Nitrostat 0.4mg Tabs PKG: 4/BX	500	1/Each	0418-13	Nitrostat, 0.4mg Sublingual Tablets, 25/Bottle	CARDINAL HEALTH-PHARMA	2994259	\$ 166.00	100/BX	5	\$ 830.00
20041JLS-04-23	NDC 0487-9501-01	NEPHRON PHARM	Albuterol Sulfate Inhalation Solution 0.083% 2.5mg/3ml PKG: 30/BX	7000	1/Each	379501	Albuterol, 2.5mg, 0.83mg/mL, 3ml Unit Dose, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	9501-01	\$ 5.40	30/BX	233.3333	\$ 1,260.00
20041JLS-04-24	NDC 0487-9801-01	NEPHRON PHARM	Ipratropium Bromide Inhalation 5mg/2.5ml PKG: 30/BX	5000	1/Each	0201-01	Ipratropium Bromide / Albuterol, 0.5mg / 3.0mg, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	0201-01	\$ 10.80	30/BX	166.6667	\$ 1,800.00
20041JLS-04-25	NDC 69547-353-02	ADAPT	Nasal Narcan Spray, 4 mg/0.1mL, 1mL Vial PKG: 2 Vial/BX	260	1/Each	0353-02	Nasal Narcan Spray, 4mg, 0.1ml (Naloxone)	Adapt Pharma Inc	69547-353-02	\$ 93.80	2/BX	130	\$ 12,194.00
20041JLS-04-26	NDC 0781-5238-64	SANDOZ INC	Ondansetron 4mg Dissolve Tabs PKG: 10 TAB/PK, 30TABS/BX	1500	1/Each	0390-10	Ondansetron, Orally Disintegrating Tablet 3x10UD, 4mg	OTHER MANUFACTURER	203901	\$ 5.10	30/BX	50	\$ 255.00
20041JLS-04-27	40ZLUB	MediChoice	Lubricating Jelly 4 oz sterile tube PKG: 12/BX	50	1/Each	1340-13140	MediChoice Lubricating Jelly, Sterile, 4oz Tube with Flip Top Lid	OTHER MANUFACTURER	131440ZLUB	\$ 1.78	1/EA	50	\$ 89.00
20041JLS-04-28	T00137	PDI INC	Lubricating Jelly 2.7gm foil Pac Sterile PKG: 144/BX	53856	1/Each	440128	Lubricating Jelly, 2.7gm, Water Soluble, Contains Glycerin, Methyl and Propylparabens	NICE-PAK	T00137	\$ 10.08	144/BX	374	\$ 3,769.92

State of Florida

Department of State

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

The document number of this limited liability company is M01000002310.

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

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

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



Ken DeFoner
Secretary of State

Tracking Number: CU6760952214

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

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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

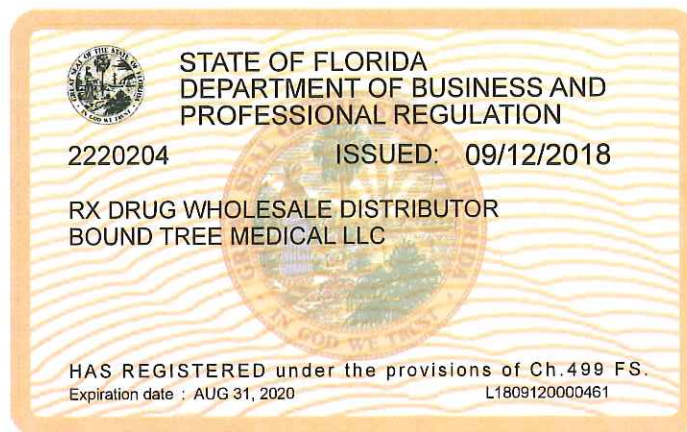
(850) 487-1395

BOUND TREE MEDICAL LLC
P.O. BOX 8023
DUBLIN OH 43016

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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

LICENSE NUMBER

2220204

The PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR
Named below HAS REGISTERED
Under the provisions of Chapter 499 FS.
Expiration date: AUG 31, 2020

BOUND TREE MEDICAL LLC
7320 KINGSPORTE PARKWAY
SUITE 580
ORLANDO FL 32819



**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

78-8012454356-3

BOUND TREE MEDICAL LLC
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016-1534

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

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



Bound Tree

BSO Fire Rescue:
Pharmaceuticals for BSO Fire Rescue Regional
Logistics

Submittal Document 7.4

Submittal Document 7.4

1

Your Partner for 40 years

Bound Tree Medical originated 40 years ago, when David Currier, an entrepreneur, politician, and former Emergency Medical Technician, started a small emergency medical supply company in Henniker, New Hampshire. Since Bound Tree's inception, we've worked hard to help EMS providers save minutes and save lives. With over four decades of experience, we are a partner you can count on to provide you with the right products, services and support.

Four Decades of Growth

A strong reputation for quality products and reliable customer service helped the company flourish through the 80s, 90s and early 2000s. In the last decade, a series of strategic mergers and acquisitions further stimulated the company's growth.

Pharmaceuticals and specialty I.V. therapy products for emergency medical services (EMS) care providers were added to the product mix, and Bound Tree continued expanding its services for the EMS market.

In 2008, Bound Tree Medical and Tri-anim Health Services, Inc., another well-respected medical supply company, became subsidiaries of Sarnova, Inc., a leading specialty provider of healthcare products across the EMS and acute care continuum.

The Story Behind the Name

When David Currier founded Bound Tree Medical, he was serving as a Henniker Selectman. A Selectman is a member of the executive arm of the government of New England towns in the United States. Since the early 1700s, Selectmen have been required to perambulate - to make an official inspection by foot - of the Henniker town boundaries at least every five years.

At the town's northeast boundary point was a large white oak tree - a bound tree. It had served as a guidepost for the Selectmen since 1752 when what was originally called "Town Number Six" was first surveyed. The historical significance of the tree prompted David to name his new business "Bound Tree Corporation."

Bound Tree Medical Timeline

- **1978** Founded by David Currier in Henniker, New Hampshire.
- **1995** Merged with ALS in Tempe, Arizona to become Bound Tree/ALS.
- **2001** Merged with Parr Emergency Products, in Galloway, Ohio to become Bound Tree Parr, LLC.

Galloway became Bound Tree's Headquarters; Henniker and Tempe locations remained Distribution Centers.

Submittal Document 7.4**2**

Acquired PMX Medical, the emergency medical business of Pro Med Company, located in Salt Lake City, Utah; changed name to Bound Tree Medical, LLC.

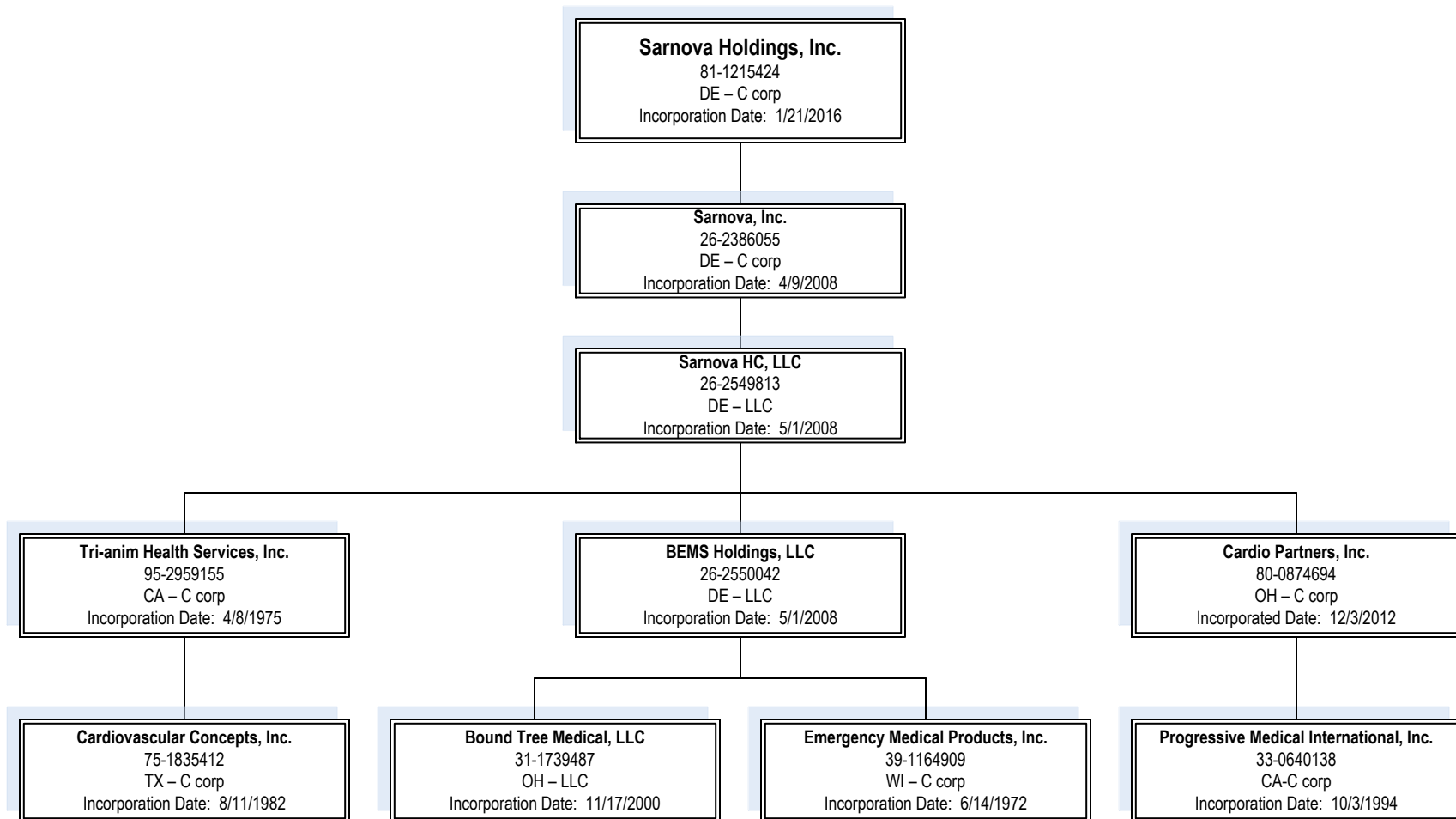
- **2002** Entered into a long-term strategic agreement with Sun Belt Medical Supply, Inc. for the supply of pharmaceuticals and related products to the pre-hospital marketplace.
- **2007** Bound Tree Medical Europe Ltd acquired the assets of Galls© Europe Ltd; appointed a distributor of Galls© and DynaMed™ throughout Europe.
- **2008** Became part of new holding company, Sarnova, Inc.
- **2009** Acquired Blue Ridge Medical, Inc., a national supplier of pharmaceuticals to the EMS community.
- **2011** Acquired Alliance Medical, Inc. (AllMed).
- **2013** Acquired Progressive Medical International (PMI).
- **2018** Bound Tree celebrates 40 years of being Your Partner in EMS.
- **2019** Bound Tree acquired Southeastern Emergency Equipment on January 23, 2019. Bound Tree acquired EMS business from Concordance Healthcare Solutions on June 20, 2019.



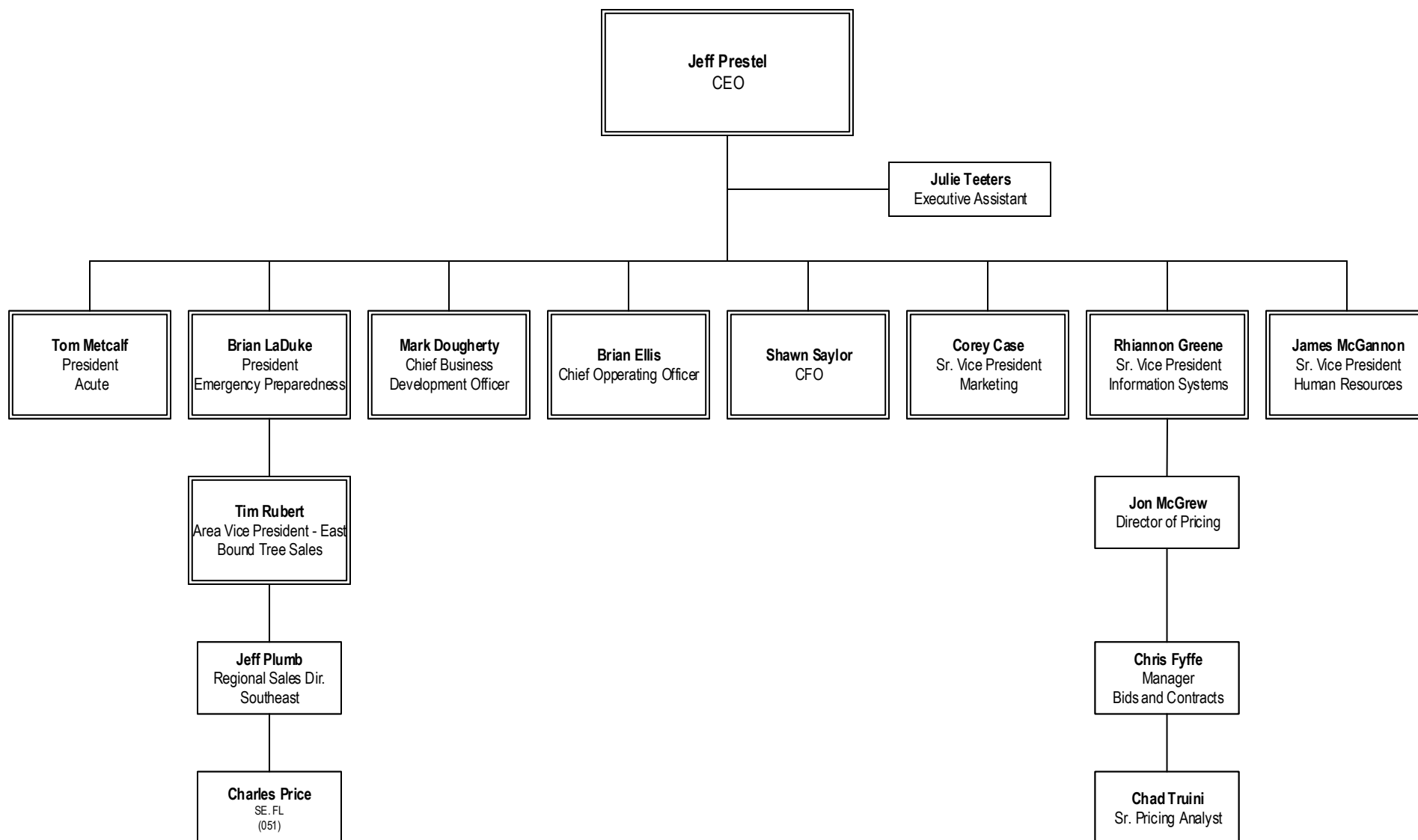
Bound Tree

BSO Fire Rescue:
Pharmaceuticals for BSO Fire Rescue Regional
Logistics

Submittal Document 7.5



Updated through January 12, 2018





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Submittal Document 7.6. (a)

Submittal Document 7.6. (a)**1****Individuals and Qualifications**

Bound Tree Medical is committed to providing you with best-in-class support. This includes a dedicated Account Manager focused on your needs and your success.

Chic Price – Account Manager

Chic Price brings 15+ years of medial sales experience to you. A highly skilled medical sales representative who is dedicated to building long term relationships and is passionate about our industry. Some of his responsibilities are to cover his designated sales territory by selling medical supplies to current and potential customers, building relationships, and presenting new products while also offering training on products.

Phone: 478-213-4783 E-Mail: Chic.Price@boundtree.com

**Attached is the requested resume*

ABOUT ME

Florida State Paramedic 45 years, Retired Palm Beach Fire Rescue EMS Administrator, Paramedic Instructor Palm Beach State College 10 years

R

CONTACT

@ Chic.Price@Boundtree.com
561-670-3951
www.boundtree.com

West Palm Beach, Florida



EDUCATION

 **MIAMI DADE COMMUNITY COLLEGE**
Paramedic Certificate
1975

 **NATIONAL FIRE ACADEMY**
Executive Development
2010

CHIC PRICE

BOUND TREE MEDICAL SOUTH FLORIDA ACCOUNT MANAGER

OBJECTIVE

Provide Knowledge, Support, Training, and Cost Savings to my Bound Tree Customers.

EXPERIENCE

PALM BEACH FIRE-RESCUE

(01/1975 – 01/2014))

Paramedic Firefighter, Obtained Ranks of Lieutenant, Captain, EMS Chief Administrator. Awarded Palm Beach Firefighter of the Year. Awarded the EMS Lifetime Achievement Award from the Palm Beach County EMS Providers Association. Completed the University of Maryland EMS Staff and Command Program.

PARAMEDIC INSTRUCTOR PALM BEACH STATE COLLEGE

(08/2014-Current)

Occupational Skills Evaluator, ACLS, PALS, BTLs, PTLs

BOUND TREE MEDICAL SOUTHEAST FLORIDA ACCOUNT MANAGER

(02/15/2005-Current)

My Territory is Palm Beach, Broward, Dade and Monroe County. I am a Clinician offering in-services and training to customers. Solution Based Sales. President's Club Recipient.

SKILLS

Clinician
Past EMS Administrator Experience
15 Years of EMS Sales



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Submittal Document 7.6. (b)

Submittal Document 7.6. (b)**1****Chic Price – Account Manager**

Chic has represented Bound Tree Medical as an Account Manager for over 14 years. Prior to joining Bound Tree, Chic was a State of Florida paramedic for 45 years and during that time, he served Palm Beach Fire Rescue for 30 years and was the EMS Administrator for 17 of those years. Chic also assisted being an instructor for Palm Beach State College. Chic received a degree from the University of Maryland.

**Jeff Plumb – Southeast Regional Sales Director**

Jeff is the Southeast Regional Sales Director for Bound Tree where he oversees a direct sales force covering six states. He brings more than 20 years of national medical sales and executive management experience to the organization, growing and scaling both emerging and Fortune level companies. He began his career in medical sales and distribution management at Physician Sales and Service where he eventually became the General Manager of the NY/NJ/PA facility with annual revenues exceeding \$60 million. A graduate of the University of Florida, Jeff received his Master's in Organizational Leadership from the University of North Florida.

**Tim Rubert – Vice President, Bound Tree Sales**

Tim is the Vice President of Sales for Bound Tree Medical overseeing a team of 84 field account managers and inside sales representatives specializing in pre-hospital (EMS) sales. He has over 20 years of executive sales management, product management and marketing experience. He holds a BS degree in Mathematics from the US Coast Guard Academy and a MS degree in Operations Research & Statistics from Rensselaer Polytechnic Institute.

Submittal Document 7.6. (b)**2****Brian LaDuke – President of Emergency Preparedness**

Brian is the President of Sales, Emergency Preparedness, leading the Bound Tree, EMP and Cardio Partners businesses. Prior to joining Sarnova, Brian was the VP of North America Rehab Channel, Product Marketing, Home & Long-Term Care Division, Respiratory Division & Marketing – North America and Enterprise at Invacare Corporation. Brian received his MBA from Xavier University and BA in Management & Organization Communication from Point Loma Nazarene University. Brian and his wife Lara live in Dublin, Ohio with their three sons.

**Jeff Prestel – CEO, Sarnova**

Jeff Prestel joined Sarnova in November 2011 as President and was elevated to CEO in October of 2014. Jeff has nearly 20 years of marketing, product, sales and management experience and holds a Masters in Business Administration from The Ohio State University. He also achieved a BSC at Wright State University. Jeff is affiliated with the Fisher College of Business Alumni Board of Directors, the American Marketing Association and the National Management Association.

**Christopher Fyffe – Bids and Contracts Manager**

Chris has been with Bound Tree for four years, and brings over 7 years' total customer contract pricing experience. Prior to working with Bound Tree, he worked in transportation logistics and retail management. His goal is to help the Bids & Contracts department, all of the account managers, and their customers create a valued partnership that helps bring better products and care to the patient.

**Chad Truini – Senior Pricing Analyst**

Chad has been with Bound Tree Medical for over three years starting out as a Pricing Analyst and becoming a Senior Pricing Analyst as his responsibilities increased. Previous to joining the Bound Tree team, Chad worked in the transportation industry as a Pricing Analyst and Customer Service Representative. Through his experiences, Chad has learned how to best assist customers to meet all expectations and understands the importance of providing customers with the best care, attention, and solutions.



Bound Tree

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Submittal Document 7.6. (c)

Submittal Document 7.6. (c)**1****Addresses**

Chic Price – Account Manager

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Phone: 561-670-3951
Email: chic.price@boundtree.com

Jeff Plumb – Southeast Regional Sales Director

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Tim Rubert – Vice President, Bound Tree Sales

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Brian LaDuke – President of Emergency Preparedness

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Jeff Prestel – CEO, Sarnova

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Christopher Fyffe – Bids and Contracts Manager

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Phone: 800-533-0523 x5374
Email: christopher.fyffe@boundtree.com

Chad Truini – Senior Pricing Analyst

- 5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Phone: 800-533-0523 x5235
Email: chad.truini@boundtree.com



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Submittal Document 7.6. (d)

Submittal Document 7.6. (d)**Bound Tree****National References**

Andy Zanoft, Assistant Deputy Chief
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
415-238-5273
Andy.Zanoft@sfgov.org



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



Steve Blackburn, Northeast Regional President
Priority Ambulance
910 Callahan Road, Suite 101
Knoxville, TN 37912
614-354-4702
sblackburn@priorityambulance.com



Carl Flores, Chief of EMS
New Orleans EMS
1300 Perdido Street, Ste 4W07
New Orleans, LA 70112
504-658-1552
cflores@cityofno.com



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



Ty Spencer
Baltimore City Fire Department
3500 West Northern Parkway
Baltimore, MD 21215
410-396-2718
tyauna.spencer@baltimorecity.gov





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Submittal Document 7.7

SUBMITTAL SECTION 7.7

REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the ProposerPROPOSER'S COMPANY NAME: Boundtree LLCName of Reference Agency: City of Key West Fire Dept.Address of Reference: 1600 N. ROOSEVELT BLVD Key West FL 33040Contact Information of Reference: 305 809 3796 Khernandez@cityofkeywest-fl.gov
Phone # E-Mail Address

1. Reference Company a. Type of Business Fire Dept.
b. Estimated # of employees 89

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): _____

04/01/2015 - NO breaks

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. Always on top of anything we need to accommodate us.

5. When a problem is encountered is the Proposer responsive to your Agency's concerns? N/A

What is response time for addressing concerns? very efficient

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.

[Signature]
Name & Signature of Agency Representative
7/28/2020
Date

EMS Chief
Title

SUBMITTAL SECTION 7.7

REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer**PROPOSER'S COMPANY NAME:** Bound Tree LLC**Name of Reference Agency:** Fort Lauderdale Fire Rescue**Address of Reference:** 1300 SW First Street**Contact Information of Reference:** 954-828-6085 rmack@fortlauderdale.gov
Phone # E-Mail Address

1. Reference Company a. Type of Business Fire Department
 b. Estimated # of employees 500
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): _____
10/1/2007 - no breaks
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
5. When a problem is encountered is the Proposer responsive to your Agency's concerns? _____
N/A
What is response time for addressing concerns? In a timely manner
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.

Robert Mack
Name & Signature of Agency Representative7/28/20
DateFire Logistics Coordinator
Title

Submittal Document 7.7**1**

*Please note we have requested the reference forms from well over the minimum required 3 customers and have not received our responses yet in the manner that it is being requested. Once we have received these, we can provide those back to you. Otherwise, we have included a wide list of references within "Submittal Document 7.6. (d)" that can be used to verify our credibility. In addition, Bound Tree has helped serve BSO for several years and look forward to continuing our great relationship.

Bound Tree MedicalItem: **Vial:Vial:NDC # 0409-1219-01****Attachments**

Broward Sheriffs Office 20041JLS Pharmaceuticals for BSO Fire Rescue Regional Logistics.pdf

Broward Sheriff's Office
Item List for Broward Sheriff's Office
Pharmaceuticals for BSO Fire Rescue Regional Logistics
Bid No.: 20041JLS

20041JLS

Broward Sheriff's Office Line ID	Broward Sheriff's Office Vendor Item #	Broward Sheriff's Office Vendor Name	Broward Sheriff's Office Item Description	Broward Sheriff's Office Qty	Broward Sheriff's Office UoM	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM	Adj Selling Qty	Quoted Extended Price
20041JLS-01-01	NDC 0409-6629-02	HOSPIRA	Quelicin Succinylcholine 200mg (20mg/ml), 10 ml Vial PKG: 25/TRAY	150	1/Each	375204	Quelicin, 200mg, 10ml Vial (Refrigeration Required)	PFIZER INC. (HOSPIRA)	0409662902	\$ 638.50	25/BX	6	\$ 3,831.00
20041JLS-01-02	NDC 63323-064-04	Fresenius Kabi USA, LLC	Magnesium Sulfate 50% 500mg/mL 10 ml Vial PKG: 25/TRAY	500	1/Each	064-11	Magnesium Sulfate 50% 5gm, 10ml vial	OTHER MANUFACTURER	064-11	\$ 55.50	25/BX	20	\$ 1,110.00
20041JLS-01-03	NDC 0409-8060-29	HOSPIRA	Etomidate (Amidate) 40mg/20ml (2mg/ml) prefilled PKG: 10/BX	1000	1/Each	6695-02	Amidate, 40mg, 20ml Vial	PFIZER INC. (HOSPIRA)	0409669502	\$ 72.60	10/BX	100	\$ 7,260.00
20041JLS-01-04	NDC 0409-2308-02	HOSPIRA	Midazolam Hydrochloride 5mg/ml 2ml Vial PKG: 10/BX	1000	1/Each	371113	Midazolam, Class IV, 10mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409230802	\$ 14.60	10/BX	100	\$ 1,460.00
20041JLS-01-05	NDC 0409-6625-02	HOSPIRA	Sodium Bicarb Inj. 8.4% 50 ml Vial PKG: 25/TRAY	1500	1/Each	376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	\$ 282.50	25/BX	60	\$ 16,950.00
20041JLS-01-06	NDC 0009-0047-25	PHARMACIA & UPIOHN CO	Solu-Medrol Inj. 125mg/ml 2ml Vial PKG: 25/BX	700	1/Each	0409-0047-22	SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	\$ 248.50	25/BX	28	\$ 6,958.00
20041JLS-01-07	NDC 17478-937-05	AKORN INC	Diltiazem Hydrochloride (Cardizem), 25 mg (5mg/mL) 5 mL Vial PKG: 10/BX	2000	1/Each	6013-10	Diltiazem Hydrochloride Injection, 25mg/5ml (5mg ml) Vial (Refrigeration Required)	Hikma Pharmaceuticals USA Inc	0641601310	\$ 33.70	10/BX	200	\$ 6,740.00
20041JLS-01-08	NDC 0641-6006-10	WEST-WARD PHARM	Atropine Sulfate 0.4 mg/ml 20/ml Vial PKG: 10/ PK, 5 PKs/CASE, 50/EA	200	1/Each	6006-10	Atropine, 8mg, 20ml Vial	Hikma Pharmaceuticals USA Inc	0641600610	\$ 422.80	10/BX	20	\$ 8,456.00
20041JLS-01-09	NDC 60977-141-01	BAXTER	Protopam Chloride 1g/20mL, 20mL Vial PKG: 6/BX	20	1/Each	372131	Protopam Chloride, 1gm Powder, 20ml Vial	BAXTER HEALTHCARE PHARM DIVISION	6097714101	\$ 694.98	6/PK	3.333333	\$ 2,316.60
20041JLS-01-10	NDC 17478-542-02	AKORN INC	Adenosine 6mg 3mg/ml 2ml Vial PKG: 10/BX	1000	1/Each	0542-02	Adenosine 6mg, 2ml Vial	CARDINAL HEALTH-PHARMA	4391611	\$ 26.00	10/BX	100	\$ 2,600.00
20041JLS-01-11	NDC 63323-651-04	Fresenius Kabi USA, LLC	Adenosine 12mg 3mg/ml 4ml Vial PKG: 10/BX	1000	1/Each	0651-04	Adenosine 12mg, 4ml Vial	OTHER MANUFACTURER	605104	\$ 110.30	10/BX	100	\$ 11,030.00
20041JLS-02-12	NDC 42023-168-01	Par Pharmaceutical, Inc	Adrenalin (Epinephrine) Injection 1mg/mL 30mL Vial PKG: 1/EA	1000	1/Each	0168-01	Adrenalin (Epinephrine) 1mg/ml, 30ml vial	OTHER MANUFACTURER	994233	\$ 317.74	1/EA	1000	\$ 317,740.00
20041JLS-01-13	NDC 63323-064-03	Fresenius Kabi USA, LLC	Magnesium Sulfate Inj. 50% 1gm (500mg/ml) 2ml Vial PKG: 25/TRAY	1000	1/Each	064-03	Magnesium Sulfate 50%, 1gm, 2ml Vial	OTHER MANUFACTURER	064-03	\$ 50.00	25/BX	40	\$ 2,000.00
20041JLS-01-14	NDC 47335-931-44	SUN PHARMA GLOBAL INC	VECURONIUM BROMIDE 1mg/ml 10ml Vial PKG: 10/BX	250	1/Each	1632-01	Vecuronium Powder, 10mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409163201	\$ 63.50	10/BX	25	\$ 1,587.50
20041JLS-01-15	NDC 0409-1219-01	HOSPIRA, Inc	Naloxone Hydrochloride .4mg/ml 10 ml Vial Multi-Dose PKG: 25/CS	1600	1/Each	371219	Naloxone, 4mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409121901	\$ 3,514.75	25/CS	64	\$ 224,944.00
20041JLS-01-15	NDC 0409-1219-01	HOSPIRA, Inc	Naloxone Hydrochloride .4mg/ml 10 ml Vial Multi-Dose PKG: 25/CS	1600	1/Each		**Alternative** Naloxone, 4mg, 10ml Vial	CARDINAL HEALTH RX		\$ 90.75	1/EA	1600	\$ 145,200.00
20041JLS-01-16	NDC 0409-4888-20	HOSPIRA	Sodium Chloride 9mg/mL, 20 ml Vial PKG: 25/TRAY (BOX)	200	1/Each	374882	Sodium Chloride, 0.9%, 20ml Vial	PFIZER INC. (HOSPIRA)	0409488820	\$ 34.75	25/BX	8	\$ 278.00
20041JLS-01-17	NDC 63323-474-01	Fresenius Kabi USA, LLC	Haloperidol (Haldol) 5mg/ml 1ml Vial PKG: 25/TRAY (BOX)	300	25/Box	373474	Haloperidol, 5mg, 1ml Vial	OTHER MANUFACTURER	437401 (25/PK)	\$ 189.20	25/PK	300	\$ 56,760.00
20041JLS-01-18	NDC 0409-3375-04	Hospira, Inc	Levophed 0.1% 4mg, 4ml Vial PKG: 10/BX	140	1/Each	3375-04	Levophed, 0.1%, 4mg/4ml Vial	PFIZER INC. (HOSPIRA)	0409337504	\$ 248.70	10/BX	14	\$ 3,481.80
20041JLS-01-19	NDC 0409-9104-20	HOSPIRA	Dopamine Hydrochloride 40mg/ml 10 ml Vial PKG: 25/BX	700	1/Each	379104	Dopamine, 400mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409910420	\$ 62.50	25/BX	28	\$ 1,750.00
20041JLS-01-20	NDC 63323-616-03	Fresenius Kabi USA, LLC	Amiodarone 50mg/ml, 3ml Vial PKG: 25/TRAY	2500	1/Each	0616-03	Amiodarone, 150mg, 3ml Vial	OTHER MANUFACTURER	63323-0616-03	\$ 45.25	25/PK	100	\$ 4,525.00
20041JLS-01-21	NDC 0409-9094-22	Hospira, Inc	Fentanyl Citrate, 50 ug/mL, 2mL Vial PKG: 25/TRAY	750	1/Each	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC. (HOSPIRA)	0409909422	\$ 35.50	25/BX	30	\$ 1,065.00
20041JLS-01-22	NDC 0409-4755-03	HOSPIRA	Ondansetron (Zofran) 4mg (2mg/mL) 2ml Vial PKG: 25/BX	1500	1/Each	4755-02	Ondansetron, 4mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409475503	\$ 12.75	25/BX	60	\$ 765.00
20041JLS-01-23	NDC 0409-4887-10	HOSPIRA	Water Sterile for Inj., 1ml/mL, 10ml Vial PKG: 25/TRAY	300	1/Each	0074488710	Sterile Water, 10ml Vial	PFIZER INC. (HOSPIRA)	0409488710	\$ 28.25	25/BX	12	\$ 339.00
20041JLS-01-24	NDC 0409-6695-01	HOSPIRA	Etomidate (Amidate) 20mg 2mg/ml 10 ml Vial PKG: 10/TRAY	1000	1/Each	6695-01	Etomidate, 20mg, 10ml Vial	PFIZER INC. (HOSPIRA)	0409669501	\$ 69.30	10/BX	100	\$ 6,930.00
20041JLS-01-25	NDC 0409-2290-31	Hospira, Inc	Diphenhydramine Hydrochloride 50mg/mL, 1ml PKG: 25VIALS/TRAY	1000	1/Each	0376-25	Diphenhydramine, 50mg/ml, 1ml Vial	Hikma Pharmaceuticals USA Inc	0641037625	\$ 30.75	25/PK	40	\$ 1,230.00
20041JLS-01-26	NDC 0409-3796-01	HOSPIRA	Ketoralac Tromethamine Inj 60mg/2mL Vial PKG: 25/BX	1000	1/Each	3796-01	Ketoralac, 60mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409379601	\$ 58.00	25/BX	40	\$ 2,320.00
20041JLS-01-27	NDC 0409-3796-19	Hospira, Inc	KETOROLAC TROMETHAMINE 60 mg/2mL, 2mL Vial PKG: 25/TRAY	150	1/Each	3796-01	Ketoralac, 60mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409379601	\$ 58.00	25/BX	6	\$ 348.00
20041JLS-01-28	NDC 0409-9558-10	Hospira, Inc	Rocuronium Bromide, 10 mg/mL, 10 mL Vial PKG: 10/BX	100	1/Each	9558-10	Rocuronium, 10 mg/ml, 10 ml vial *Refrigeration Required*	PFIZER INC. (HOSPIRA)	0409955810	\$ 69.50	10/BX	10	\$ 695.00
20041JLS-01-29	NDC 63323-563-10	Fresenius Kabi USA, LLC	TRANEXAMIC ACID INJECTION, 100 mg/mL, 10ml Vial PKG: 10/TRAY	50	1/Each	0166-41	Tranexamic Acid 100mg/mL, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	\$ 118.60	10/BX	5	\$ 593.00
20041JLS-01-30	NDC 0065-0741-14	ALCON LABORATORIES, INC	Tetracaine Hydrochloride, 5mg/mL, 4mL Bottle PKG: 12/BX Bottle	300	1/Each	0741-14	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack	CARDINAL HEALTH-PHARMA	5294491	\$ 154.08	12/BX	25	\$ 3,852.00
20041JLS-02-01	NDC 03389-54206-20	BAXTER # FE1323	IV Solution, Saline, 500ML, 0.9% NAACL PKG: 24/CS	960	1/Each	358001	Sodium Chloride, 0.9%, 500ml Bag	B. BRAUN MEDICAL, INC	18001	\$ 2.49	1/EA	960	\$ 2,390.40
20041JLS-02-02	NDC 0338-0049-02	BAXTER	IV Solution, Saline, 250 ML, 0.9% NAACL PKG: 1 BAG	1440	1/Each	358002	Sodium Chloride, 0.9%, 250ml Bag	B. BRAUN MEDICAL, INC	18002	\$ 2.49	1/EA	1440	\$ 3,585.60
20041JLS-02-03	NDC 0338-0049-01	BAXTER	IV Solution Saline, 1000ML, 0.9% NAACL PKG: 1 BAG	960	1/Each	7800-09	Sodium Chloride, 0.9%, 1000ml Bag	B. BRAUN MEDICAL, INC	18000	\$ 2.49	1/EA	960	\$ 2,390.40
20041JLS-02-04	NDC 0338-0049-48	BAXTER	IV Solution, Saline, 100ML, 0.9% NAACL PKG: 1 BAG	2880	1/Each	358437	Sodium Chloride, 0.9%, 100ml Bag	BAXTER HEALTHCARE-DMG	281307	\$ 2.02	1/EA	2880	\$ 5,817.60
20041JLS-02-05	NDC 0409-4888-10	HOSPIRA	Saline Flush 0.9%, 10 ml prefilled Ansyr Syringe PKG: 25/TRAY	15000	1/Each	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABIUTI	2T0806	\$ 0.34	1/EA	15000	\$ 5,100.00
20041JLS-02-06	NDC 0409-7984-13	HOSPIRA	IV Solution, Saline, 50 ML, 0.9% NAACL PKG: 1 BAG	19200	1/Each	601306	Sodium Chloride, 0.9%, 50ml Bag	BAXTER HEALTHCARE-DMG	281306	\$ 1.90	1/EA	19200	\$ 36,480.00
20041JLS-03-01	NDC 0409-4904-34	HOSPIRA	Lidocaine Hydrochloride, 10 mg/mL, 5ml Syringe PKG: 1/BX	60	1/Each	0074490301	Lidocaine, 2%, 100mg, 5ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409123205	\$ 38.80	10/BX	6	\$ 232.80
20041JLS-03-02	NDC 76329-3339-1	IMS LIMITED	Atropine Sulfate Inj. 1mg .01mg/ml 10 ml Luer Jet Syringe PKG: 10/PK, 5 PKs/CASE, 50/EA	2000	1/Each	371006	Atropine, 1mg, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933391	\$ 110.50	10/PK	200	\$ 22,100.00
20041JLS-03-03	NDC 76329-3301-1	IMS LIMITED	Dextrose Monohydrate 50%, 500mg/mL 50 mL Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA	2600	1/Each	373301	Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933011	\$ 141.00	10/PK	260	\$ 36,660.00
20041JLS-03-04	NDC 0409-1775-10	HOSPIRA	Dextrose 25% 250mg/ml 10 ml Syringe Pediatric PKG: 10/PK, 5 PACKS/CASE, 50/EA	1000	1/Each	371775	Dextrose, 25%, 10ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409177510	\$ 111.10	10/BX	100	\$ 11,110.00

Broward Sheriff's Office
 Item List for Broward Sheriff's Office
 Pharmaceuticals for BSO Fire Rescue Regional Logistics
 Bid No.: 20041JLS

20041JLS

Broward Sheriff's Office Line ID	Broward Sheriff's Office Vendor Item #	Broward Sheriff's Office Vendor Name	Broward Sheriff's Office Item Description	Broward Sheriff's Office Qty	Broward Sheriff's Office UoM	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM	Adj Selling Qty	Quoted Extended Price
20041JLS-03-05	NDC 76329-3316-1	IMS	Epinephrine 0.1mg/mL 10ml Luer Jet Syringe PKG: 10/PK, 5 PACKS/CASE, 50/EA	5000	1/Each	373316	Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933161	\$ 96.50	10/PK	500	\$ 48,250.00
20041JLS-03-06	NDC 76329-3390-1	IMS	Lidocaine HCL Inj. 2% 20mg/mL, 100mg, 5ml Luer Jet Syringe PKG: 10/BX	700	1/Each	373390	Lidocaine, 2%, 100mg, 5ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933901	\$ 62.20	10/PK	70	\$ 4,354.00
20041JLS-03-07	NDC 0409-1639-10	HOSPIRA	Furosemide Inj. 10mg/1ml 10ml Ansyr Syringe, 100 mg PKG: 10/BX	1800	1/Each	379631	Furosemide, 100mg, 10ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409163910	\$ 196.50	10/BX	180	\$ 35,370.00
20041JLS-03-08	NDC 0409-5534-34	HOSPIRA	Sodium Bicarb Inj. 4.2% 10 ml Syringe Pedi Lifeshield PKG: 50/CS	700	1/Each	0074553401	Sodium Bicarbonate, Infant, 4.2%, 10ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409553434	\$ 130.00	10/BX	70	\$ 9,100.00
20041JLS-03-09	NDC 0409-2339-34	HOSPIRA	Labetalol Hydrochloride 20mg, 5mg/mL 4mL Luer Lock Carpuject PKG: 10/BX	600	1/Each	372339	Labetalol, 20mg, 4ml Luer Locking Carpuject (Requires Carpuject Holder #D250)*MFCTR Backorder*	PFIZER INC. (HOSPIRA)	0409233934	\$ 91.60	10/BX	60	\$ 5,496.00
20041JLS-03-10	NDC 76329-3369-1	IMS LIMITED	Naloxone (Narcan) 1mg/mL, 2ml prefilled Luer PKG: 10/BX	2500	1/Each	373369	Naloxone, 2 mg, 2ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933691	\$ 305.00	10/CS	250	\$ 76,250.00
20041JLS-03-11	NDC 25021-301-67	SAGENT PHARM	Adenosine 3 mg/mL, 2ml Luer Locking PFS PKG: 10/BX	1100	1/Each	0301-67	Adenosine, 6mg, 2ml Locking Prefilled Syringe	SAGENT PHARMACEUTICALS, INC.	0301-67	\$ 176.00	10/BX	110	\$ 19,360.00
20041JLS-03-12	NDC 25021-301-68	SAGENT PHARM	Adenosine 3 mg/mL, 4ml Luer Locking PFS PKG: 10/BX	1000	1/Each	0301-68	Adenosine 12 mg, 4 ml Luer Lock Syringe	SAGENT PHARMACEUTICALS, INC.	0301-68	\$ 253.30	10/BX	100	\$ 25,330.00
20041JLS-03-13	NDC #76329-3304-1	IMS LIMITED	Calcium Chloride 100mg/mL 10 ml Luer Jet Syringe PKG: 10/PK	600	1/Each	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	\$ 117.20	10/BX	60	\$ 7,032.00
20041JLS-04-01	NDC 0283-0679-02	BEUTLICH PHARM	Hurricane Spray, Cherry Anesthetic, 200mg/g PKG: 1 CAN	300	1/Each	37501	Hurricane Topical Anesthetic Spray, w/1 Extension Tube, 2oz	OTHER MANUFACTURER	0679-02	\$ 36.15	1/EA	300	\$ 10,845.00
20041JLS-04-02	NDC 0338-0004-03	BAXTER	Sterile Water Irrigation, 1ml/mL, 500 ml bottle PKG: 18/BX	3000	1/Each	607113	Sterile Water Irrigation Solution, 500ml Pour Bottle	BAXTER HEALTHCARE-DMG	2F7113	\$ 2.82	1/EA	3000	\$ 8,460.00
20041JLS-04-03	NDC 57896-911-36	GERI-CARE	Aspirin 81 mg 36/btl Childrens chewable, orange flavor PKG: 24/CS	1024	36/Each	911316	Aspirin, 81 mg Chewable Tablets, Orange Flavor 36/Bottle	GERI-CARE	911-316	\$ 0.75	36/BT	1024	\$ 768.00
20041JLS-04-04	NDC 54288-103-10	BPI Labs, LLC	Epinephrine 1:1000 Inj. 1mg/mL Ampule PKG: 25/BX, 32BX/CS	700	1/Each	103-10	Epinephrine 1mg, 1ml Ampule	BPI LABS, LLC	54288-103-10	\$ 134.40	10/PK	70	\$ 9,408.00
20041JLS-04-05	NDC 0338-0017-48	BAXTER	Dextrose Injection 5%, 50 g/1000mL, 100ml Bag PKG: 1/BAG	450	1/Each	118-280087EA	Dextrose, 5%, 100ml Mini-Bag, Single Pack	BAXTER HEALTHCARE-DMG	280087	\$ 2.96	1/EA	450	\$ 1,332.00
20041JLS-04-06	NDC 0264-9594-20	BRAUN	Lidocaine Hydrochloride and Dextrose, 5g/100mL, 250mL PKG: 24BAGS/CS	200	1/Each	9594-20	Lidocaine / D5W, 1gm, 250ml Bag	B. BRAUN MEDICAL, INC	P5942	\$ 158.88	24/CS	8.333333	\$ 1,324.00
20041JLS-04-07	NDC 00574-0069	PADDOCK LAB	Glucose 15g/37.5g lemon flavor Tube PKG: 3/PACK	700	1/Each	466930	Glucose, 3 Tube Pack, 15gm, Lemon	PERRIGO PHARMACEUTICALS (MINNESOTA DIVISION)	0069-30	\$ 11.85	3/PK	233.3333	\$ 2,765.00
20041JLS-05-08	231209G	HONEYWELL	Triple Antibiotic Ointment 0.9g (1/32oz) PKG: 144PACK/BX	30	144/Box	F4122	Triple Biotic Ointment, 0.5gm foil pack, 144pk/bx	HONEYWELL SAFETY PRODUCTS USA INC	231209G	\$ 12.22	144/BX	30	\$ 366.60
20041JLS-04-09	NDC 76299-430-08	Mist Pharmaceuticals, LLC	Nitromist 400 ug/1, 230 AEROSOL, METERED in 1 BOTTLE PKG: 8/BX	300	1/Each	1911-43008	Nitromist 400mcg Spray, 8.5gm Bottle, 230 Metered Doses	McKESSON C/O EVUS PHARMACEUTICALS	0430-08	\$ 170.99	1/EA	300	\$ 51,297.00
20041JLS-04-10	NDC 24208-920-64	BAUSCH & LOMB	Tetracaine Hydrochloride, 5 mg/mL, 15mL Bottle PKG: 1 Bottle	300	1/Each	372121	TETRACAINE 0.5% 15ML BOTTLE 2121	CAPITAL WHOLESALE DRUG	209204	\$ 89.99	1/EA	300	\$ 26,997.00
20041JLS-04-11	NDC 67777-251-01	X-GEN	Ammonia Inhalants .3ml Ampule, .045g/.3ml PKG: 10/BX	600	10/Box	900234	Ammonia Inhalants Ampules, 10/bx	HONEYWELL SAFETY PRODUCTS USA INC	020225	\$ 3.28	10/BX	600	\$ 1,968.00
20041JLS-04-12	NDC 0281-0326-30	SVAGE INC	Nitroglycerine Ointment 2% 30 gm Tube PKG: 30/BX	200	1/Each	373830	Nitroglycerine Ointment, 2%, 30gm, includes rolled and permeable measuring paper inside the box.	CARDINAL HEALTH-PHARMA	4159943	\$ 44.21	1/EA	200	\$ 8,842.00
20041JLS-04-13	NDC 45802-410-59	PERRIGO INC	Oxymetazoline HCL .05g/100ml Nasal Spray 30ml bottle PKG: 1 BOTTLE	200	1/Each	0410-59	Oxymetazoline HCL 0.05%, 1oz, 30ml Bottle	CARDINAL HEALTH-PHARMA	1429000	\$ 1.69	1/EA	200	\$ 338.00
20041JLS-04-14	NDC 11704-370-01	MERIDIAN MEDICAL	Cyanokit 5gm/250ml, Hydroxocobalamin Kit, Contains: 1 IV Admin set & 1 Transfer Spike, PKG: 16/CS	36	1/Each	0370-01	Cyanokit, 5gm Hydroxocobalamin, Contains 1 IV Admin set and 1 Transfer Spike	MERIDIAN MEDICAL TECHNOLOGIES	11704-0370-01	\$ 936.36	1/EA	36	\$ 33,708.96
20041JLS-04-15	NDC 0338-1007-03	BAXTER	Dopamine 800mg in 500ml 5% DEXTROSE PKG: 12/CS	200	12/Case	377809	Dopamine / D5W, 800mg, 500ml Bag *MFCTR Backorder*	PFIZER INC. (HOSPIRA)	0409780924	\$ 264.86	12/CS	200	\$ 52,972.00
20041JLS-04-16	NDC 0002-8031-01	ELI LILLY & CO	Glucagon Emergency kit 1mg (1 unit) PKG: 10/BX	500	1/Each	000002145001	Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent	CARDINAL HEALTH-PHARMA	2858090	\$ 346.78	1/EA	500	\$ 173,390.00
20041JLS-04-17	NDC 63653-1171-3	AUROBINO PHARM	Plavix (Clopidogrel) 75 mg Tabs PKG: 10 TABS/PKG	100	10/Pack	1171-03	Plavix, 75mg UD Tablets, 100/Box	CARDINAL HEALTH RX	146818	\$ 791.70	100/BX	10	\$ 7,917.00
20041JLS-04-18			ZERYM ANTIDOTE SPRAY, 2 oz Bottle PKG: 1 BOTTLE	120	1/Each	660267	Zerym Antidote Spray, 2oz Btl	IVY OFF. INC.	ZERYM	\$ 11.69	1/EA	120	\$ 1,402.80
20041JLS-04-19	NDC 00597-0260-10		Glucagen Diagnostic Kit, 1mg PKG: 1mg vial of Glucagon & 1mL vial of Sterile Water	475	1/Each	0593-03	Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution	OTHER MANUFACTURER	63323-0593-03	\$ 158.90	1/EA	475	\$ 75,477.50
20041JLS-04-20	NDC 0338-1007-02	HOSPIRA	Dopamine Hydrochloride and Dextrose 160mg/100mL, 250mL PKG: 18/BX	600	1/Each	118-280842EA	Dopamine 400mg / Dextrose 5%, 250ml Bag	BAXTER HEALTHCARE-DMG	280842	\$ 230.40	18/CS	33.33333	\$ 7,680.00
20041JLS-04-21	NDC 0904-1985-00	OTC MONOGRAPH FINAL	Acetaminophen (Generic Tylenol) 160/mg/5ml 4oz. bottle, cherry PKG: 4BOTTLES/BX	250	1/Each	0305-01	Acetaminophen 160mg/5ml 118ml bottle	CARDINAL HEALTH-PHARMA	5521570	\$ 3.79	1/BT	250	\$ 947.50
20041JLS-04-22	NDC 0071-0418-13	PFIZER INC	Nitrostat 0.4mg Tabs PKG: 4/BX	500	1/Each	0418-13	Nitrostat, 0.4mg Sublingual Tablets, 25/Bottle	CARDINAL HEALTH-PHARMA	2994259	\$ 166.00	100/BX	5	\$ 830.00
20041JLS-04-23	NDC 0487-9501-01	NEPHRON PHARM	Albuterol Sulfate Inhalation Solution 0.083% 2.5mg/3ml PKG: 30/BX	7000	1/Each	379501	Albuterol, 2.5mg, 0.83mg/mL, 3ml Unit Dose, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	9501-01	\$ 5.40	30/BX	233.3333	\$ 1,260.00
20041JLS-04-24	NDC 0487-9801-01	NEPHRON PHARM	Ipratropium Bromide Inhalation 5mg/2.5mL PKG: 30/BX	5000	1/Each	0201-01	Ipratropium Bromide / Albuterol, 0.5mg / 3.0mg, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	0201-01	\$ 10.80	30/BX	166.6667	\$ 1,800.00
20041JLS-04-25	NDC 69547-353-02	ADAPT	Nasal Narcan Spray, 4 mg/0.1mL, 1mL Vial PKG: 2 Vial/BX	260	1/Each	0353-02	Nasal Narcan Spray, 4mg, 0.1ml (Naloxone)	Adapt Pharma Inc	69547-353-02	\$ 93.80	2/BX	130	\$ 12,194.00
20041JLS-04-26	NDC 0781-5238-64	SANDOZ INC	Ondansetron 4mg Dissolve Tabs PKG: 10 TAB/PK, 30TABS/BX	1500	1/Each	0390-10	Ondansetron, Orally Disintegrating Tablet 3x10UD, 4mg	OTHER MANUFACTURER	203901	\$ 5.10	30/BX	50	\$ 255.00
20041JLS-04-27	40ZLUB	MediChoice	Lubricating Jelly 4 oz sterile tube PKG: 12/BX	50	1/Each	1340-13140	MediChoice Lubricating Jelly, Sterile, 4oz Tube with Flip Top Lid	OTHER MANUFACTURER	131440ZLUB	\$ 1.78	1/EA	50	\$ 89.00
20041JLS-04-28	T00137	PDI INC	Lubricating Jelly 2.7gm foil Pac Sterile PKG: 144/BX	53856	1/Each	440128	Lubricating Jelly, 2.7gm, Water Soluble, Contains Glycerin, Methyl and Propylparabens	NICE-PAK	T00137	\$ 10.08	144/BX	374	\$ 3,769.92

Supplier: **Bound Tree Medical**

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: Bound Tree Medical**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.	Yes, 24% off Bound Tree catalog price for all other pharmaceuticals not listed within this RLI.
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?	Delivery made within 2-3 business days ARO for in stock items.
3.	What is your process for a discontinued drug?	If a drug is discontinued, we work to source an alternative product with manufacturer's so that we can provide BSO with an alternative product that is of equal or better quality.
4.	How can your firm ensure drugs are available and not on back order?	Based on awarded volume, we will

		<p>ensure we put a plan in place to</p> <p>reserve allocation with the</p> <p>manufacturers for the products</p> <p>awarded so that the product is made</p> <p>available to BSO, so long as it does</p> <p>not go on a manufacturer backorder.</p> <p>While we do everything we can to</p> <p>ensure availability to BSO, some</p> <p>circumstances are beyond our</p> <p>control.</p>
5.	Are you able to issue a weekly status report (spreadsheet) of all items on backorder with BSOFR and updated anticipated delivery dates?	<p>Yes, Bound Tree can issue a weekly</p> <p>status report of all items on backorder</p> <p>to BSO with anticipated delivery</p> <p>dates.</p>
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	<p>Yes, we would provide the same 24%</p> <p>discount as mentioned in Question #1.</p>
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	<p>Bound Tree operates 5 distribution</p> <p>centers strategically positioned for</p>

	<p>stock, and the ability to maintain supply should one of the distribution centers become compromised by events such as natural disasters.</p>	<p>operational efficiency and disaster response. Below are the city/state locations of all 5 of our warehouses:</p> <p>Orlando Warehouse / Orlando, FL 32819</p> <p>Southaven Warehouse / Southaven, MS 38671</p> <p>Elizabethtown Warehouse / Elizabeth, PA 17022</p> <p>Visalia Warehouse / Visalia, CA 93291</p> <p>Arlington Warehouse / Arlington, TX 76010</p>
8.	<p>What is the location of the local account representative who will be meeting with BSOFR logistics staff from time to time?</p>	<p>Chic Price who has served BSO for a number of years will be your dedicated Account Manager. He is located in West Palm Beach, FL.</p>
9.	<p>What is the location of your firm's nearest distribution center to us, for the items listed in this contract ?</p>	<p>Our nearest distribution center for BSO would be our Orlando warehouse</p>

		located at 7320 Kingspointe Pkwy, Suite 530, Orlando, FL 32819.
10.	Can BSOFR pick up emergency orders from your nearest distribution site?	Yes, if there is an emergency and we have product available in stock, BSO is able to pick up the requested product from our nearest distribution site.
11.	Please describe your firm's allotment process that could/would be utilized during severe product shortages and supply chain interruption	If there is a nationwide shortage or supply chain interruption that effects the products within the contract, we would continue to distribute what is made available to us to BSO as one of our primary customers. Once a product officially is on backorder, we would supply BSO with suggested alternatives to consider during the shortage. Substitutions will not be made unless approved by BSO. Additionally, if a product is on a

		national shortage or backorder, when the item does become available again, we will immediately notify BSO to determine if an order needs placed and product needs shipped.
12.	Does your firm have the ability to permit BSOFR purchasing agents to place orders and view invoices online via the internet	Yes, BSO will have an online account where they can view and access invoices via the internet.
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	Bound Tree Medical is pleased to continue offering BSO a no hassle/no fee destruction service for expired pharmaceuticals. This process requires no inventory checklist for BSO, simply provide Bound Tree with the number of boxes and the weight per box when returns are ready and we will provide shipping labels for the return. No other medical products or devices will be allowed as part of this

		<p>program. If any product is returned outside of the pharmaceuticals held on this contract, Bound Tree will invoice BSO for the associated destruction charges.</p>
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Supplier: **Bound Tree Medical**



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.

Bound Tree Medical, LLC
Legal Company Name

Limited Liability Company
Indicate if Corporation, Partnership
Or Individual submitting Proposal

5000 Tuttle Crossing Blvd.
Company Street Address

Rhiannon Greene
Electronic Signature
Name of Officer Submitting Proposal

Dublin, OH 43016
City, State, Zip Code

Senior Vice President, Pricing
Title of Officer Submitting Proposal

31-1739487
Federal ID Number

submitbids@boundtree.com
E-Mail Address of Officer Submitting Proposal

800-533-0523
Telephone Number

800-533-0523
Cell # of Officer Submitting Proposal

877-311-2437
FAX Number

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

- | | |
|----------------------------|------------------------|
| 1. Date of Incorporation: | 1978 |
| 2. State of Incorporation: | Ohio |
| 3. President's Name: | Brian J. LaDuke |

4. Vice President's Name: **Rhiannon Greene**
5. Secretary's Name: **Shawn Saylor**
6. Treasurer's Name: **Shawn Saylor**
7. Name and Address of Resident Agent: **Bound Tree Medical, 5000 Tuttle Crossing Blvd, Dublin, OH 43016**

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

1. Date of Organization: **1978**
2. Name, address and ownership of all partners:
- Sarnova, Inc.**
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
3. State whether a general or limited partnership: **LLC**

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

BEMS Holdings, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

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?

None

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

N/A

Broward County Tax Receipt #

N/A

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).

M01000002310**10/12/2001**

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**

Included as Submittal Document 3.3 are our Pharmaceutical License for State of Florida and Tax Certificate for State of Florida.

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:
40+

7.2 How long has your company been in business? **40+**

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:

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

Supplier: **Bound Tree Medical**



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:

Regarding 3.7.2 for Pharmaceutical Returns, Bound Tree Medical would like to clarify exactly what we are able to offer and provide BSO as a solution.

Bound Tree Medical is pleased to continue offering BSO a no hassle/no fee destruction service for expired pharmaceuticals. This process requires no inventory checklist for BSO, simply provide Bound Tree with the number of boxes and the weight per box when returns are ready and we will provide shipping labels for the return. No other medical products or devices will be allowed as part of this program. If any product is returned outside of the pharmaceuticals held on this contract, Bound Tree will invoice BSO for the associated destruction charges.

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: Bound Tree Medical, LLC

Electronic Signature Proposer's Authorized Representative's Name: Rhiannon Greene

Representative's Title: Senior Vice President, Pricing

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: **Bound Tree Medical**



**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 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 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. 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: Bound Tree Medical**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
3.7.2	Clarification	Bound Tree Medical would like to clarify what we can offer to BSO as it relates to 3.7.2 for Pharmaceutical Returns. Below is a brief description of that clarifying offer as it relates to what is being requested. Bound Tree Medical is pleased to continue offering Broward County Sheriff's Office no hassle/ no fee destruction services for expired pharmaceuticals. This process requires no inventory checklist for BSO, simply provide Bound Tree with the number of boxes and the weight per box when returns are ready and we will provide shipping labels for the return. No other medical products or devices will be allowed as part of this program. If any product is returned outside of the pharmaceuticals held on this contract, Bound Tree will invoice BSO for the

		associated destruction charges.

Legal Company Name: Bound Tree Medical, LLC

Electronic Signature: Rhiannon Greene
Company’s Authorized Representative: Rhiannon Greene

Rhiannon Greene	Senior Vice President, Pricing
Name	Title

Supplier: **Bound Tree Medical**



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.

RG 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.

Bound Tree Medical, LLC

(Company Name)

Rhiannon Greene

Electronic Signature (Print Name)

Supplier: **Bound Tree Medical**



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
Bound Tree Medical, LLC 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 **Chic Price** to perform such work on behalf
assigned of

CONTRACTOR; (Individual's Name)

WHEREAS, when performing such work and providing such services **Chic Price**
(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 **Chic Price** agrees as follows:
(Individual's Name)

I. Acknowledgment of Confidentiality. **Chic Price** 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 **Chic Price** and/or developed by

Bound Tree Medical, LLC (Individual's Name)
(Company Name)

(ii) information in the public domain through no wrongful act of **Bound Tree Medical, LLC** and/or
(Company Name)

Chic Price, or (iii) information received by **Bound Tree Medical, LLC** and/or

(Individual's Name)

(Company

Name)

Chic Price from a third party who was free to disclose it.

(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, **Chic Price**

(Individual's Name)

hereby agrees that during the term of rendering services or performing work and at all times thereafter

Chic Price 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, **Chic Price** executes this Confidentiality Agreement on the date set forth below.

(Individual's Name)

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Rhiannon Greene

07/27/2020

Electronic Signature (Individual's Name)

Date

Chad Truini

07/27/2020

Witness

Date

Supplier: Bound Tree Medical



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).

Bound Tree Medical, LLC

(Legal Company Name)

Rhiannon Greene

Electronic Signature (Print Name)

Supplier: **Bound Tree Medical****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.

Bound Tree Medical, LLC

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.)

5000 Tuttle Crossing Blvd

City, state, and ZIP code

Dublin, OH 43016

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****31-1739487****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 ▶**

Rhiannon Greene

Date, 07/27/2020**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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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: **Bound Tree Medical**



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.)

Bound Tree Medical, LLC
(Legal Company Name)

Rhiannon Greene

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: **Bound Tree Medical**

INSURANCE CERTIFICATE SAMPLE BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance

ACORD . CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)
01/01/09

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.

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 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 THESE POLICIES DOES NOT EXTEND BEYOND THE POLICY PERIOD. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COUNTY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL RISKS	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE UMBRELLA CONTRACTOR-PROT.	NQA0105086-09	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 AGGREGATE	\$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	46699898	11/01/08	10/31/09	EXCESS AGGREGATE	\$
E	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	JKA010-9087654	11/01/08	10/31/09	STATUTORY LIMITS	\$
	OTHER				STATUTORY LIMITS	\$

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. ~~IF 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: **Bound Tree Medical**

NON-COLLUSION CERTIFICATE

I, **Rhiannon Greene**, representing **Bound Tree Medical, LLC** (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: **Rhiannon Greene**

Signature

July 27 2020

Date

Rhiannon Greene / Senior Vice President, Pricing

Printed Name and Title

Federal Employer Identification Number **31-1739487**

Supplier: **Bound Tree Medical**



**SCRUTINIZED COMPANY CERTIFICATE
RLI # 20041JLS**

PHARMACEUTICALS FOR BSO FIRE RESCUE REGIONAL LOGISTICS

I, **Rhiannon Greene**, representing **Bound Tree Medical, LLC** (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: **Rhiannon Greene**
Signature

July 27
Date

2020

Rhiannon Greene / Senior Vice President, Pricing
Printed Name and Title

Federal Employer Identification Number **31-1739487**

Bound Tree Medical, LLC
Printed Name of Firm

5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Address of Firm

EXHIBIT C
CONFIDENTIALITY AGREEMENT

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an Agreement with BOUND TREE MEDICAL, LLC, ("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)