

## AGREEMENT FOR MEDICAL SUPPLIES PD 14-15.083

**THIS AGREEMENT** is made this 7<sup>th</sup> day of January, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bound Tree Medical, LLC (hereinafter referred to as "Contractor"), a foreign for profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 31-1739487 and whose principal address is 5000 Tuttle Crossing Boulevard, Dublin, OH 43016.

### WITNESSETH:

**WHEREAS**, on August 17, 2015, the County issued an Invitation to Bid (PD 14-15.083) seeking vendors to provide medical supplies; and

**WHEREAS**, the Contractor submitted a bid in response to the County's Invitation to Bid demonstrating that the Contractor was qualified to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of providing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties hereto and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year periods for a total of five (5) years.

After all options to renew have been exhausted and it is determined that interim performance is required, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last term. The total duration of this Agreement shall not exceed the duration of 5.5 years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for Medical Supplies, Specification No. P.D. 14-15.083, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. The items specified on the bid form are sample items, and the bid form is not intended to serve as an inclusive listing of all items available for purchase under the subject agreement.

4. Compensation. County shall pay Contractor for items in accordance with the Contractor's Bid Form, dated September 14, 2015, attached hereto as **Exhibit "B"**. Items that are not listed on the bid form shall be available at the currently published Bound Tree Medical Emergency Medical Product Catalog list price less any applicable discount.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by County immediately for cause or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to

this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Florida statutory Workers' Compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(c) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(d) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(e) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United

States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bound Tree Medical, LLC  
Attention: Jeffery Prestell  
5000 Tuttle Creek Crossing Blvd.  
Dublin, OH 43016

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.



17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Grover C. Robinson, IV, Chairman

Date: 2/16/2016

BCC Approved: 01-07-2016

CONTRACTOR: BOUND TREE MEDICAL, LLC

By: [Signature]  
Jeffery Prestell, President

Date: 1/29/2016

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



[Signature]  
Witness Manager Bids & Contracts

[Signature]  
Witness Pricing Analyst Bids & Contracts

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/7/15

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
MEDICAL SUPPLIES FOR ESCAMBIA COUNTY  
SPECIFICATION PD 14-15.083**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- BALANCE OF LINE (BOL) ITEMS IF OFFERED

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

- **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

**DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**MEDICAL SUPPLIES FOR ESCAMBIA COUNTY**

**SPECIFICATION NUMBER PD 14-15.083**

**BIDS WILL BE RECEIVED UNTIL: 2:30p.m., CDT, Wednesday, September 16, 2015**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:**

**Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4805  
Website: [myescambia.com](http://myescambia.com)  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)**

**Technical Assistance:**

**Tamika Williams  
Business Operations Manager  
Public Safety  
6575 N. "W" Street  
Pensacola, FL 32505  
Tel: (850) 471-6400  
Fax: (850) 471-6455**

**Email: [tlwilliams@myescambia.com](mailto:tlwilliams@myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**



## **NOTICE**

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

**Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.



## **MEDICAL SUPPLIES FOR ESCAMBIA COUNTY**

**PD 14-15.083**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**Office of Purchasing, 2nd Floor, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Post Office Box 1591, Pensacola, FL 32591-1591**

**Phone No: (850)595-4878 Fax No: (850) 595-4805**

**Invitation to Bid**

**MEDICAL SUPPLIES FOR ESCAMBIA COUNTY  
SOLICITATION NUMBER: PD 14-15.083**

### **SOLICITATION**

**MAILING DATE: Monday, August 17, 2015**

**PRE-BID CONFERENCE: N/A**

**OFFERS WILL BE RECEIVED UNTIL: 2:30p.m., CDT on Wednesday, September 16, 2015 and may not be withdrawn within 90 days after such date and time.**

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME: \_\_\_\_\_**

**REASON FOR NO OFFER: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY, ST. & ZIP: \_\_\_\_\_**

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_**

**TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_**

**FAX NO.: (\_\_\_\_) \_\_\_\_\_**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on the offer.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

**Name and Title of Signer (Type or Print)**

#### **ESCAMBIA COUNTY FLORIDA**

**Name and Title of Signer (Type or Print)**

**Name of Contractor**

**By**

**County Administrator**

**Date**

**By**

**Signature of Person Authorized to Sign**

**Date**

**WITNESS**

**Date**

**ATTEST:**

**Corporate Secretary**

**Date**

**WITNESS**

**Date**

**[CORPORATE SEAL]**

**ATTEST:**

**Witness**

**Date**

**Awarded Date**

**ATTEST:**

**Witness**

**Date**

**Effective Date**

**BID FORM**  
**Specification Number PD 14-15.083**  
**Medical Supplies for Escambia County**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Medical Supplies for Escambia County** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Item</u>	<u>Cost</u> <u>Each</u>
Nasal Airway 12F-24f	_____
Endotracheal Tube 2.5mm-9.5mm	_____
Disposable Pressure Bag Infu-Surg	_____
Multi Grip Head Immobilizer	_____
Rhino Brass Oxygen Regulator	_____
Stretcher Strap 7' Black	_____
Needleless PRN Connector	_____
Irrigation Saline 1000ml	_____
Irrigation Water 1000ml	_____
Megamover Plus-Patient Transfer	_____
Convatec Colostomy Bags	_____
French Foley Catheters	_____
HibacLens	_____
Medicine Pill Crush Pouches	_____
Tegaderm all sizes	_____
Plum IV Tubing	_____
TB Syringes	_____
Insulin Syringes	_____
Nebulizer Tubing	_____
Non-rebreathers	_____

**GRAND TOTAL \$** \_\_\_\_\_

Are Balance of Line Items included with your Bid Response?

YES \_\_\_\_\_ NO \_\_\_\_\_

Discount for "Balance of Line" (BOL) Items offered by the Contractor as a Percentage off of the Contractor's Currently Published Retail Price List: (Must be in excess of 25% per page 5 of the bid form:

\_\_\_\_\_ %

Approximate delivery time required after receipt of Purchase Order:

\_\_\_\_\_ week(s)

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Bidder: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

By: \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Signature: \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

Terms of Payment

(Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No \_\_\_\_\_

Person to contact for emergency service:

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_\_ No \_\_\_\_\_

Phone/Cell/Pager #: \_\_\_\_\_

County Permits/Fees required for this project:

Person to contact for disaster service:

<u>Permit</u>	<u>Cost</u>
N/A	
_____	_____
_____	_____
_____	_____

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$1,000.

**BOTTOM OF LINE (BOL)**

This solicitation may offer a balance of line for Medical Supplies for Escambia County. Pricing for BOL items will be determined by a percentage discount off of the supplier's retail price list. This pricing percentage discount offered must be greater than 25%, and must be entered on the BOL Statement located on Page 4 of the Bid Form of this Invitation to Bid. The BOL Statement Sheet shall be completed and detailed product information in Excel format shall be submitted with your bid, if items are to be offered. For the purposes of this ITB, detailed product information shall contain all of the information required of the line-item products including the Item Description, Manufacturer, Brand Name, Item Retail Price, (Your) Bid Price, Number of Items per Case and FDA 510(k) or US DOT certification number. BOL items and discounts shall not be considered as part of the basis for award. Escambia County, FL reserves the right to accept or reject any or all balance of line items offered, if determined to be in the best interest of the County. Furthermore, bidder shall not include as BOL items any of the items awarded that are listed on the bid price page section of this ITB. Eligible users may purchase off of the BOL, or may competitively bid any BOL item without Contract Exception. County agencies shall not purchase a BOL item which was awarded as an item of bid to another vendor on this contract.

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

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

**Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)



Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

\_\_\_\_\_

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

(Revised 12/21/01)

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 14-15.083, "Medical Supplies for Escambia County", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.



### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

### **3. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, Fax (850) 595-4805. Technical questions may be directed to Tamika Williams, (850) 471-6425, Fax (850) 471-6455 no later than 5:00p.m., CDT, September 10, 2015.

### **4. Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

### **5. F.O.B. Point**

Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County and not to exceed fourteen (14) calendar days.

6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

**Contract Information**

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

7. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

9. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis the lowest total of Twenty (20) sample bid items on the form. Indefinite quantity, indefinite delivery contracts and multiple awards may be considered.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.



22. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

23. **Piggybacking off Other Entities Contracts**

Will not be used without a formal solicitation completed by the Office of Purchasing unless the requirement is waived by the County Administrator.

For purchases utilizing State of Florida Term Contracts meeting the mandatory bid threshold amount of \$50,000, other than vehicle and equipment purchases, the provisions of PP-120 "Piggyback" Purchases will apply.

The requirement for solicitation of quotations shall apply to purchases that are below the \$50,000 formal bid threshold, established by the County Purchasing Ordinance.

**Non-Contract Insurance Requirements**

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or

adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day**

**notification of cancellation.**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



ESCAMBIA COUNTY FLORIDA  
MEDICAL SUPPLIES FOR ESCAMBIA COUNTY

BID# PD H-15.083

DUE - SEPTEMBER 16, 2015 2:30PM





*Making Precious Minutes Count...™*

September 14, 2015

Escambia County Florida  
Joe Pillitary, CPPPO, CPPB  
Office of Purchasing 2<sup>nd</sup> Floor, Room 11.101  
213 Parafox Place  
Pensacola, FL 32502

Dear Joe Pillitary:

Bound Tree Medical is pleased to offer the enclosed proposal for Escambia County Florida. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Escambia Bid Document
  - BID #PD 14-15.083
  - Includes Addendum #1 & #2
- Escambia Item Listing
- BTM Item Listing
- Percentage off Item Listing
- Percentage off Exclusion Letter
- BTM Pharmaceutical Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service Information
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI

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

Jud Greene  
Account Manager  
205.789.9854  
[Jud.Greene@boundtree.com](mailto:Jud.Greene@boundtree.com)

Chris Fyffe  
Pricing Analyst, Bids/Contracts  
800.533.0523 x5374  
[Christopher.Fyffe@boundtree.com](mailto:Christopher.Fyffe@boundtree.com)

**BID FORM**  
**Specification Number PD 14-15.083**  
**Medical Supplies for Escambia County**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 9/14/2015

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Medical Supplies for Escambia County as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Item</u>	<u>Cost Each</u>
Nasal Airway 12F-24f	\$1.24/EA
Endotracheal Tube 2.5mm-9.5mm	2.5-5.5MM Uncuffed \$0.64/EA; 6.0-9.5MM Cuffed \$.88/EA
Disposable Pressure Bag Infu-Surg	\$12.95/EA
Multi Grip Head Immobilizer	\$4.24/EA
Rhino Brass Oxygen Regulator	\$179.00/EA
Stretchers Strap 7" Black	\$9.95/EA
Needleless PRN Connector	\$1.19/EA
Irrigation Saline 1000ml	\$2.69/EA
Irrigation Water 1000ml	\$2.49/EA
Megamover Plus-Patient Transfer	\$25.25/EA
Convatec Colostomy Bags	\$5.10/EA, sold as 10/bx @ \$51.04
French Foley Catheters	\$ .94/EA 12F-18F
HibacLens	\$45.45/EA- 1Gallon Size
Medicine Pill Crush Pouches	\$4.77/EA
Tegaderm all sizes	2 3/8x2 3/4 \$49.95/BX100; 6cmX7cm \$59.95/BX100; 6inx8in \$39.95/BX100
Plum IV Tubing	\$5.89/EA
TB Syringes	\$7.99/BX100 1CC
Insulin Syringes	1CC 25g-\$ .09/EA sd BX/100 \$9.00; 1CC syz. only \$.07/EA sd BX/100 \$7.00
Nebulizer Tubing	\$ .25/EA
Non-rebreathers	Adult \$.81/EA; Pedi \$1.25/EA

**GRAND TOTAL \$ 530.12**

Are Balance of Line Items included with your Bid Response? YES x NO \_\_\_\_\_

Discount for "Balance of Line" (BOL) Items offered by the Contractor as a Percentage off of the Contractor's Currently Published Retail Price List: (Must be in excess of 25% per page 5 of the bid form:

25-53% See attached %  
Exclusion letter for additional detail

Approximate delivery time required after receipt of Purchase Order: 2-3 Days for in stock items week(s)

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/24/2015 Addendum No. 2 Date 9/10/2015

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Page 1 of 2

	Cust Description	BT Item	BT Description	Vendor Name
1	Nasal Airway 12F-24f	51150	Medstorm - Npa 12F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
2	Nasal Airway 12F-24f	51151	Medstorm - Npa 14F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
3	Nasal Airway 12F-24f	51152	Medstorm - Npa 16F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
4	Nasal Airway 12F-24f	51153	Medstorm - Npa 18F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
5	Nasal Airway 12F-24f	51154	Medstorm - Npa 20F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
6	Nasal Airway 12F-24f	51155	Medstorm - Npa 22F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
7	Nasal Airway 12F-24f	51156	Medstorm - Npa 24F Latex Free Pvc 100Ea/Cs	Well Lead Trading Co. Ltd.
8	Endotracheal Tube 2.5mm-9.5mm	2113-20325	Curaplex Endotracheal Tube, Uncuffed, 2.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
9	Endotracheal Tube 2.5mm-9.5mm	2113-20330	Curaplex Endotracheal Tube, Uncuffed, 3.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
10	Endotracheal Tube 2.5mm-9.5mm	2113-20335	Curaplex Endotracheal Tube, Uncuffed, 3.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
11	Endotracheal Tube 2.5mm-9.5mm	2113-20340	Curaplex Endotracheal Tube, Uncuffed, 4.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
12	Endotracheal Tube 2.5mm-9.5mm	2113-20345	Curaplex Endotracheal Tube, Uncuffed, 4.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
13	Endotracheal Tube 2.5mm-9.5mm	2113-20350	Curaplex Endotracheal Tube, Uncuffed, 5.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
14	Endotracheal Tube 2.5mm-9.5mm	2113-20355	Curaplex Endotracheal Tube, Uncuffed, 5.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
15	Endotracheal Tube 2.5mm-9.5mm	2113-20260	Curaplex Endotracheal Tube, Cuffed, 6.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
16	Endotracheal Tube 2.5mm-9.5mm	2113-20265	Curaplex Endotracheal Tube, Cuffed, 6.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
17	Endotracheal Tube 2.5mm-9.5mm	2113-20270	Curaplex Endotracheal Tube, Cuffed, 7.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
18	Endotracheal Tube 2.5mm-9.5mm	2113-20275	Curaplex Endotracheal Tube, Cuffed, 7.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
19	Endotracheal Tube 2.5mm-9.5mm	2113-20280	Curaplex Endotracheal Tube, Cuffed, 8.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
20	Endotracheal Tube 2.5mm-9.5mm	2113-20285	Curaplex Endotracheal Tube, Cuffed, 8.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
21	Endotracheal Tube 2.5mm-9.5mm	2113-20290	Curaplex Endotracheal Tube, Cuffed, 9.0Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
22	Endotracheal Tube 2.5mm-9.5mm	2113-20295	Curaplex Endotracheal Tube, Cuffed, 9.5Mm W/O Stylette 10Ea/Bx 10Bx/Cs	MEDSOURCE INTERNATIONAL
23	Disposable Pressure Bag Infu-Surg	350310	Pressure Infuser, Infu-Stat Bag, 1000MI 5/Bx 5Bx/Cs	MASON TAYLER MEDICAL PRODUCTS
24	Multi Grip Head Immobilizer	261234	Head Immobilizer Adjustable Adult 50/Cs Multigrip	I-TEC MANUFACTURING, LLC
25	Rhino Brass Oxygen Regulator	380051B	Regulator Brass 1-25 Lpm Lsp Rhino	ALLIED HEALTHCARE PRODUCTS INC
26	Stretchier Strap 7" Black	B0110	Restraint Straps Black Side Release With Quick Clip 7 Ft 2Pc Fastex	DMS
27	Needleless PRN Connector	1812-37903	Male Adapter Plug Needle Free, Luer Activated Valve 100Ea/Bx	AMSINO INTERNATIONAL INC
28	Irrigation Saline 1000ml	607124	Sodium Chloride 0.9% For Irrigation 1000MI 12/Cs	BAXTER HEALTHCARE-DMG
29	Irrigation Water 1000ml	607114	Sterile Water For Irrigation, 1000 MI Plastic Pour Bottle 12Ea/Cs	BAXTER HEALTHCARE-DMG
30	Megamover Plus-Patient Transfer	53376	Megamover Plus Transport Unit 40 X 80 Nonwoven Poly Grey Backboard Pockets 1000 Lb Capacity 10/Cs	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL
31	Convatec Colostomy Bags	*5163	ActiveLife IPC Pre-Cut Drainable Pouch by Convatec	Medline
32	French Foley Catheters	16110	Foley Catheter, 12F 5Cc 2 Way 10Ea/Bx	AMSINO INTERNATIONAL INC
33	French Foley Catheters	16111	Foley Catheter, 14F 5Cc 2 Way 10Ea/Bx	AMSINO INTERNATIONAL INC
34	French Foley Catheters	16112	Foley Catheter, 16F 5Cc 2 Way 10Ea/Bx	AMSINO INTERNATIONAL INC
35	French Foley Catheters	16113	Foley Catheter, 18F 5Cc 2 Way 10Ea/Bx	AMSINO INTERNATIONAL INC
36	French Foley Catheters	16115	*Limited Quantity * Foley Catheter, 22F 5Cc 2 Way	AMSINO INTERNATIONAL INC
37	Hibiclens	1054-59128	Hibiclens Antiseptic Skin Cleanser 1 Gallon 4Ea/Cs	MOLNLYCKE HEALTHCARE
38	Medicine Pill Crush Pouches	*5164	Silent Knight Pill Crusher Pouches	Medline



	Cust Description	BT Item	BT Description	Vendor Name
39	Tegaderm all sizes	F925910	Transparent Film Dressing, Tegaderm, 2 3/8 In X 2 3/4 In, First Aid Style, 100/Bx 6Bx/Cs	3M HEALTH CARE
40	Tegaderm all sizes	351620	Transparent Film Dressing, Tegaderm, 6 Cm X 7 Cm 100/Bx	OWENS & MINOR
41	Tegaderm all sizes	F925914	Transparent Film Dressing, Tegaderm, 6 In X 8 In, Frame Style, 10/Bx 8Bx/Cs	3M HEALTH CARE
42	Plum IV Tubing	1812-53812	Pump Set, Primary Plumbset, 15 Drops, 103 In, Convertible Pin, Clave Port, Clave Y-Site, 48Ea/Cs	HOSPIRA WORLDWIDE, INC
43	TB Syringes	620048	Syringe Only Tuberculosis (Tb) Luer Slip 1Cc 100/Bx 10Bx/Cs	EXEL INTERNATIONAL, INC.
44	Insulin Syringes	11278	Syringe & Needle, Tuberculin, Exel, 1Cc, 25G X 5/8In 100Ea/Bx 10Bx/Cs	EXEL INTERNATIONAL, INC.
45	Insulin Syringes	1633-40801	Syringe Only, 1Cc, Luer Slip, 100Ea/Bx 18Bx/Cs	B. BRAUN MEDICAL, INC
46	Nebulizer Tubing	87-3007EA	Oxygen Connecting Tubing, 7 Ft, 3 Channel Safety Tubing, 3/16 In I.D., 50Ea/Cs	VENTLAB CORPORATION
47	Non-rebreathers	533-MS-25060EA	Oxygen Mask, Adult, Elongated, High Conc, Total Non-Rebreather, Reservoir Bag, Tubing, Lf 50Ea/Cs	MEDSOURCE INTERNATIONAL
48	Non-rebreathers	533-MS-25058Ea	Oxygen Mask, Pediatric, Elongated, Total Non Rebreather, W/O Safety Vent, 7 Ft Tubing, Lf 50Ea/Cs	MEDSOURCE INTERNATIONAL

# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**Office of Purchasing, 2nd Floor, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Post Office Box 1591, Pensacola, FL 32591-1591**

**Phone No: (850)595-4878 Fax No: (850) 595-4805**

**Invitation to Bid**

**MEDICAL SUPPLIES FOR ESCAMBIA COUNTY**

**SOLICITATION NUMBER: PD 14-15.083**

### **SOLICITATION**

**MAILING DATE: Monday, August 17, 2015**

**PRE-BID CONFERENCE: N/A**

**OFFERS WILL BE RECEIVED UNTIL: 2:30p.m., CD1 on Wednesday, September 16, 2015 and may not be withdrawn within 90 days after such date and time**

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**31-1739487**

**TERMS OF PAYMENT:**

**Net 30**

**DELIVERY DATE WILL BE 2-3 DAYS AFTER RECEIPT OF PURCHASE ORDER**  
Delivery based on in stock items

**VENDOR NAME: Sound Tree Medical, LLC**

**REASON FOR NO OFFER**

**ADDRESS: 5000 Tuttle Crossing Blvd**

**CITY, ST. & ZIP: Dublin, OH 43016**

**PHONE NO: (800) 533.0523**

**BID BOND ATTACHED \$ 1,000**

**TOLL FREE NO: (800) 533.0523**

**FAX NO: (877) 311.2437**

**Shawn Saylor - Controller**

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPE OR PRINTED)**

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**  
**(MANUAL)**

I hereby certify this offer is made with no previous understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including past performance certification, if required. In submitting an offer to Escambia County, Florida, the offeror agrees that if the offer is accepted, the offeror will convey or transfer to Escambia County, Florida all right in title and interest as to all causes of action in any court or otherwise arising under the Antitrust laws of the United States and the State of Florida for past four years to the particular commodities or services purchased or acquired by Escambia County, Florida. At the County's discretion such assignment shall be made and become effective at the time the County notifies the offeror of the offer.

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

**Name and Title of Signer (Type or Print)**

**Name of Contractor**

**By**

**Signature of Person Authorized to Sign**

**Date**

**ATTEST**

**Corporate Secretary**

**Date**

**(CORPORATE SEAL)**

**ATTEST**

**Witness**

**Date**

**ATTEST**

**Witness**

**Date**

#### **ESCAMBIA COUNTY FLORIDA**

**Name and Title of Signer (Type or Print)**

**By**

**County Administrator**

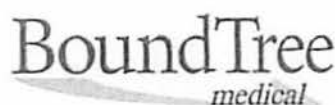
**Date**

**WITNESS**

**WITNESS**

**Awarded Date**

**Effective Date**



Making Precious Minutes Count...™

To Whom It May Concern,

9/4/2015

In response to your request, Bound Tree Medical is pleased to offer 28% off of the list prices, as well as the specific discounts below from the currently published Bound Tree Medical Emergency Medical Product catalog. As well as 26% off of Pharmaceuticals and IV Solutions as listed on our site [www.boundtree.com](http://www.boundtree.com).

% off Printed Catalog Only		
Standard Catalog Discount- 28%		Intravenous Family Products-40%
Covidien Electrodes-53%		Monitoring and Diagnostic products- 38%
Smith's IV Catheters -50%		Intubation Stylettes Only- 35%
		*Sun Med Brand Only 50%
Disposable Cervical Collars- 47%		Suction Products- 35%
Ambu Resuscitation products-40%		*Laerdal brand only-25%
		Patient Transport & Handling-32%
		Ferno ( Excludes Cots, Stair Chairs, Backboards & Stretchers)-26%

% off Website Only		
Pharmaceuticals -26%*		IV Solutions -26%*

\*Pharmaceutical and IV Solution pricing will be offered off of the website list price.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs. Products excluded from the percentage off offer include the following:

Manufacturers Excluded		Product Categories Excluded
Abbott		Backboards
CAS		Gloves
Engel		Hot and Cold Packs
Ferno		King Tubes (not kits) and Airways
Junkin Safety		King Vision
Laerdal (Manikins & AHA)		Preventative Maintenance
Nasco		Recertified Equipment
Philips (Equipment)		Rescue Buddies (Charitable item)
Simulaids		Service Contracts
TSG		Thermal Angel
UCAPIT		
Z-Medical (Quik-Clot)		

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

Sincerely,

*Christopher Fyffe*

Pricing Analyst, Bids & Contracts